

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Lynda T Bui, Trustee 3550 Vine Street, Ste. 210 Riverside, CA 92507 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: Trustee.Bui@shbllp.com Chapter 7 Trustee <input type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for:	FOR COURT USE ONLY
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UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION	
In re: RAYMUNDO AVALOS SANCHEZ and GEMA AVALOS, <div style="text-align: right;">Debtor(s).</div>	CASE NO.: 6:19-bk-19046-MH CHAPTER: 7 <div style="text-align: center;"> NOTICE OF SALE OF ESTATE PROPERTY </div>

Sale Date: 10/7/2020	Time: 11:00 am
Location: Courtroom 303, U.S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501	

Type of Sale: ☒ Public ☐ Private **Last date to file objections:** 9/23/2020

Description of property to be sold: Real property located at 45818 Duquesne Street, Indio, CA 92201

Terms and conditions of sale: See attached Sale Motion.

Proposed sale price: \$253,000.00, subject to overbids

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

Overbid procedure (if any): Initial overbid of \$258,000.00, minimum bid increments thereafter shall be \$1,000.00

Overbids must be in writing and received by the Trustee on or before 5:00 pm (California time) on 9/30/2020

Certified funds of at 3% of the overbid purchase price must be delivered. (See attached for more information).

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

10/7/2020 at 11:00 am

United States Bankruptcy Court

Courtroom 303

3420 Twelfth Street

Riverside, CA 92501

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Lynda T. Bui, Chapter 7 Trustee

3550 Vine Street, Ste. 210

Riverside, CA 92507

Telephone: (949) 340-3400

Facsimile: (949) 340-3000

Email: Trustee.Bui@shbllp.com

Date: 09/16/2020

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>Lynda T Bui, Trustee 3550 Vine Street, Ste. 210 Riverside, CA 92507 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: Trustee.Bui@shulmanbastian.com</p> <p>Chapter 7 Trustee</p> <p><input type="checkbox"/> <i>Individual appearing without attorney</i> <input type="checkbox"/> <i>Attorney for: Chapter 7 Trustee</i></p>		<p>FOR COURT USE ONLY</p>	
<p>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION</p>			
<p>In re:</p> <p>RAYMUNDO AVALOS SANCHEZ and GEMA AVALOS,</p> <p>Debtor(s).</p>		<p>CASE NO.: 6:19-bk-19046-MH CHAPTER: 7</p>	
		<p>NOTICE OF MOTION FOR:</p> <p>Chapter 7 Trustee's Motion for Order: (1) Approving the Sale of Real Property of the Estate Free and Clear of Certain Liens Pursuant to Bankruptcy Code §§ 363(b)(1) and 363(f), Subject to Overbids, Combined With Notice of Bidding Procedures et al.</p> <p>(Specify name of Motion)</p>	
		<p>DATE: 10/07/2020 TIME: 11:00 am COURTROOM: 303 PLACE: 3420 Twelfth Street Riverside, CA 92501</p>	

1. TO (*specify name*): United States Trustee, Debtors, Creditors, Parties in Interest, and respective counsel
2. NOTICE IS HEREBY GIVEN that on the following date and time and in the indicated courtroom, Movant in the above-captioned matter will move this court for an Order granting the relief sought as set forth in the Motion and accompanying supporting documents served and filed herewith. Said Motion is based upon the grounds set forth in the attached Motion and accompanying documents.
3. **Your rights may be affected.** You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)

4. **Deadline for Opposition Papers:** This Motion is being heard on regular notice pursuant to LBR 9013-1. If you wish to oppose this Motion, you must file a written response with the court and serve a copy of it upon the Movant or Movant's attorney at the address set forth above no less than fourteen (14) days prior to the above hearing date. If you fail to file a written response to this Motion within such time period, the court may treat such failure as a waiver of your right to oppose the Motion and may grant the requested relief.
5. **Hearing Date Obtained Pursuant to Judge's Self-Calendaring Procedure:** The undersigned hereby verifies that the above hearing date and time were available for this type of Motion according to the judge's self-calendaring procedures.

Date: 09/16/2020

Printed name of law firm

/s/ Lynda T. Bui
Signature

Lynda T. Bui
Printed name of attorney

1 Lynda T Bui, Trustee
3550 Vine Street, Ste. 210
2 Riverside, CA 92507
Telephone: (949) 340-3400
3 Facsimile: (949) 340-3000
Email: Trustee.Bui@shulmanbastian.com
4

5 Chapter 7 Trustee
6

7 **UNITED STATES BANKRUPTCY COURT**
8 **CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION**
9

10 In re

11 **RAYMUNDO AVALOS SANCHEZ and**
12 **GEMA AVALOS,**

13 Debtors.
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Case No. 6:19-bk-19046-MH

Chapter 7

**CHAPTER 7 TRUSTEE'S MOTION FOR
ORDER:**

(1) **APPROVING THE SALE OF REAL
PROPERTY OF THE ESTATE FREE
AND CLEAR OF LIENS PURSUANT TO
BANKRUPTCY CODE §§ 363(b)(1) AND
363(f), SUBJECT TO OVERBIDS,
COMBINED WITH NOTICE OF BIDDING
PROCEDURES AND REQUEST FOR
APPROVAL OF THE BIDDING
PROCEDURES UTILIZED;**

(2) **APPROVING PAYMENT OF REAL
ESTATE COMMISSION AND OTHER
COSTS; AND**

(3) **GRANTING RELATED RELIEF;**

**MEMORANDUM OF POINTS AND
AUTHORITIES AND DECLARATION OF
LYNDA T. BUI**

**Real Property located at:
45818 Duquesne Street
Indio, CA 92201**

Hearing Date:

Date: October 7, 2020

Time: 11:00 am

Place: Courtroom 303

3420 Twelfth Street

Riverside, CA 92501

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1 **TO THE HONORABLE MARK D. HOULE, UNITED STATES BANKRUPTCY JUDGE,**
2 **THE OFFICE OF THE UNITED STATES TRUSTEE, THE DEBTORS AND THEIR**
3 **COUNSEL AND OTHER PARTIES-IN-INTEREST:**

4 Lynda T. Bui, solely in her capacity as the Chapter 7 Trustee ("Trustee") for the
5 bankruptcy estate ("Estate") of Raymundo Avalos Sanchez and Gema Avalos ("Debtors"),
6 brings this *Motion for Order: (1) Approving the Sale of Real Property of the Estate Free*
7 *and Clear of Certain Liens Pursuant to Bankruptcy Code §§ 363(b)(1) and 363(f), Subject*
8 *to Overbids, Combined With Notice of Bidding Procedures and Request for Approval of the*
9 *Bidding Procedures Utilized; (2) Approving Payment of Real Estate Commission; and (3)*
10 *Granting Related Relief* ("Sale Motion"), and respectfully represents as follows:

11 **I. BACKGROUND**

12 **A. The Bankruptcy Case**

13 The Debtors commenced this bankruptcy case under Chapter 7 by filing a Voluntary
14 Petition on October 15, 2019 ("Petition Date"). Lynda T. Bui is the duly appointed, qualified
15 and acting Chapter 7 trustee for the Estate.

16 The deadline for filing claims in this case was March 9, 2020. Government claims
17 were due by April 13, 2020. Currently, there have been general unsecured claims filed in
18 the total amount of \$52,356.07.

19 **B. The Property¹**

20 Property of the Estate includes the Debtors' interest in the real property located at
21 45818 Duquesne Street, Indio, CA 92201 ("Property"). On their Amended Schedules A/B,
22 and C filed on the December 2, 2019 [docket 12], the Debtors (i) valued the Property at
23 \$274,213.00, and (2) claimed an exemption against the Property under C.C.P. § 704.730
24

25 _____
26 ¹ Attached as **Exhibit 1** to the Declaration of Lynda T. Bui ("Bui Declaration") are true and correct copies of
27 the Debtors' Schedule A/B, C and D. Attached as **Exhibit 2** to the Bui Declaration is a true and correct copy
28 of a title report on the Property which lists the liens and encumbrances impacting the Property. The Trustee
is advised by a review of public records that the Debtors' took title to the Property in the following manner:
Gema Y. Magallon, a single woman and Raymundo Avalos, a single man, as Joint Tenants.

1 in the amount of \$100,000.00. On their Schedule D filed on the Petition Date [docket 1],
2 the Debtors listed two liens against the Property as follows: (1) Wells Fargo Home
3 Mortgage in the amount of \$93,856.00 and (2) Greenify in the amount of \$36,192.72.

4 The Trustee is advised that the debt owed to Greenify relates to home improvement
5 financing for installation of solar panels located at the Property.² The financing had an
6 original principal balance of \$14,725.58 in October 2016. The financing is paid through
7 property tax bill assessments, incurs an annual assessment obligation of \$1,447.72, is
8 subject to an annual interest rate of 9.33%, but does not contain a prepayment penalty.
9 The claim amount scheduled by the Debtors for Greenify (\$36,192.72) appears to include
10 interest and other fees through the end of the 25-year financing period. Through the sale,
11 Greenify will be paid before the end of the financing period and the amount to be paid to
12 fully satisfy the lien is estimated to be approximately \$15,000.00.

13 **C. The Occupancy Stipulation and Order**³

14 During this case, the Trustee and the Debtors entered into a certain Stipulation for
15 Occupancy and Marketing of Real Property [docket 30] ("Occupancy Stipulation"), which
16 was approved by the Court pursuant to order entered on February 28, 2020 [docket 32].

17 Paragraph 3 of the Occupancy Stipulation provides that if the Debtors fail to pay the
18 Property Expenses (as defined in the Occupancy Stipulation), the Trustee may deduct and
19 retain as reimbursement the amount of the unpaid Property Expenses from any applicable
20 exemption-funds due and owing to the Debtors upon closing of the sale of the Property.
21 Under the Occupancy Stipulation, there is a credit due the Estate in the form of a reduction
22 of the Debtors' Homestead Exemption of approximately \$4,116.32, representing Property
23 Expenses that the Debtors failed to pay ("Occupancy Credit"). The Occupancy Credit for
24
25

26 ² Attached as **Exhibit 3** to the Bui Declaration is a true and correct copy of the Notice of Assessment and
27 Payment of Contractual Assessment Required.

28 ³ Attached as **Exhibit 4** to the Bui Declaration is a true and correct copy of the Occupancy Stipulation.
Attached as **Exhibit 5** to the Bui Declaration is a true and correct copy of the Court order approving the
Occupancy Stipulation.

1 the Estate against the Homestead Exemption may increase if the Debtors fail to pay
2 additional Property Expenses prior to the closing of the sale.

3 **D. Broker Employment, Marketing Efforts and Basis for Value of the Property**

4 Upon the Trustee's Application⁴ and pursuant to Court order entered on
5 March 12, 2020, the Trustee was authorized to employ Richard A. Halderman, Jr., as her
6 real estate broker ("Broker") to assist with the marketing and sale of the Property. The
7 Broker originally listed Property for sale at \$300,000.00. As set forth below, through
8 multiple exchange of offer and counter-offers, the Estate is selling the Property for
9 \$253,000.00.

10 The listing agreement with the Broker provides for a real estate commission to be
11 paid upon the sale of the Property in an amount not to exceed 6% of sale price. The
12 Trustee, however, has requested a reduction of the commission in order provide a more
13 meaningful recovery for the Estate from the sale of the Property. Specifically, the Trustee's
14 Broker will reduce his commission to a flat fee amount of \$5,000.00 (representing a
15 reduction of approximately \$2,590.00 based on the current sale price) and the Buyers'
16 Broker (Thomas K. Masters of Masters Realty) has agreed to reduce his commission by
17 \$1,000.00. The Trustee is advised that the Buyers' Broker will also be providing the Buyers
18 with a \$1,400.00 credit (from his commission) to apply towards the Buyers' closing costs.

19 The Property has been on the market since February 1, 2020. The offer from the
20 Buyers is the first acceptable offer that has been received and is result of negotiations
21 between the Trustee and the Buyers for the highest and best offer.

22 The Estate does not have the funds to obtain a formal written appraisal for the
23 estimated value of the Property. The Broker has more than twenty years of experience in
24 the sale of real property as well as property valuations and is familiar with valuing real
25 property in today's economic environment. The Property has been on the market for more
26

27 _____
28 ⁴ On February 21, 2020, the Trustee filed an Application for Order Authorizing Employment of Richard Halderman, Jr., as Real Estate Broker ("Application").

1 than six months and the current negotiated offer is the highest and best that the Estate has
2 received.

3 The Trustee believes that the proposed sale, subject to overbids, will be at fair
4 market value. Given that the sale is subject to overbids, it is anticipated that the Trustee
5 will receive the best and highest value for the Property and therefore the proposed sale
6 price is fair and reasonable.

7 **E. Sale Information in Compliance with LBR 6004-1(c)(3)**

8 The following chart provides information on the sale in compliance with Local
9 Bankruptcy Rule ("LBR") 6004-1(c)(3):

LBR 6004-1(c)(3) Requirement	Information
LBR 6004-1(c)(3)(A) Date, Time, and Place of hearing on the proposed sale:	Hearing Date and Time: 10/7/2020 at 11:00 a.m. Hearing Place: U.S. Bankruptcy Court, Courtroom 303, 3420 Twelfth Street, Riverside, CA 92501
LBR 6004-1(c)(3)(B) Name and address of the proposed buyer:	Victor Cervantes and Jerica Munoz whose address is 78650 Avenue 42 Apt. 1014, Bermuda Dunes, CA 92203
LBR 6004-1(c)(3)(C) Description of the property to be sold:	Real property located at: 45818 Duquesne Street, Indio, CA 92201
LBR 6004-1(c)(3)(D) Terms and conditions of the proposed sale, including the price and all contingencies:	Buyers have offered \$253,000.00, subject to the Bidding Procedures. Buyers are paying all cash and is purchasing the Property "AS IS" without warranties of any kind, expressed or implied, being given by the Trustee, concerning the condition of the Property or the quality of the title thereto, or any other matters relating to the Property.
LBR 6004-1(c)(3)(E) Whether the proposed sale is free and clear of liens, claims or interests, or subject to them, and a description of all such liens, claims or interests:	Liens impacting the Property are identified in the Title Report attached as Exhibit 2 annexed to the Motion. Pro-rata unpaid real property taxes will be paid. The liens of Wells Fargo Home Mortgage and Greenify will be paid in amounts as agreed to by the secured creditors and such liens will be released. To the extent there are disputed unresolved liens, such unresolved liens, if any, will attach to the proceeds of the sale in the same validity and priority as prior to the sale, pending agreement with the lienholder or further Court order.
LBR 6004-1(c)(3)(F) Whether the proposed sale is subject to higher and better bids:	The sale of the Property is subject to the Bidding Procedures set forth in the Sale Motion below.

LBR 6004-1(c)(3) Requirement	Information
<p>LBR 6004-1(c)(3)(G) Consideration to be received by the Estate, including estimated commissions, fees and other costs of sale:</p>	<p>Purchase price of \$253,000.00, or an amount as increased by successful overbid. All costs of sale, including escrow fees and real estate commissions will be paid at closing and are estimated to total approximately \$16,650.00 (includes an estimated 2% of the purchase price plus the reduced broker commissions). The Estate and the Buyers will each pay their own escrow fees as is customary in the County where the Property is located. The Trustee estimates that after payment of the costs of sale and application of the estimated Occupancy Credit against the Debtors' Homestead Exemption, the net proceeds from the sale will be approximately \$30,550.00. The Sale price and costs of sale are subject to the Bankruptcy Court approval.</p>
<p>LBR 6004-1(c)(3)(H) If authorization is sought to pay commission, the identity of the auctioneer, broker, or sales agent and the amount or percentage of the proposed commission to be paid:</p>	<p>The real estate broker commission shall not exceed 6% of the purchase price, to be split between the Trustee's Broker and the Buyers' Broker, Thomas K. Masters of Masters Realty. Nevertheless, the Trustee's Broker will reduce his commission to a flat fee amount of \$5,000.00 (representing a reduction of approximately \$2,590.00 based on the current sale price) and the Buyers' Broker has agreed to reduce his commission by \$1,000.00. The Trustee is advised that the Buyers' Broker will also be providing the Buyers a \$1,400.00 credit to apply towards the Buyers' closing costs.</p>
<p>LBR 6004-1(c)(3)(I) A description of the estimated or possible tax consequences to the Estate, if known, and how any tax liability generated by the sale of the property will be paid:</p>	<p>Given that the Property had been the Debtors' residence, the Estate may be entitled to capital gains exclusions such that the Trustee does not expect to pay capital gains taxes on the sale.</p>
<p>LBR 6004-1(c)(3)(J) Date which objection must be filed and served:</p>	<p>Objections, if any, must be filed and served 14 days prior to the Hearing Date (or by September 23, 2020).</p>

II. RELIEF REQUESTED

A. Sale of the Property

Victor Cervantes and Jerica Munoz (collectively "Buyers") have offered to purchase the Property for \$253,000.00, subject to overbids. Attached as **Exhibit 6** to the Bui Declaration is true and correct copy of the Residential Purchase Agreement and Joint Escrow Instructions and related addendums (collectively the "Agreement"). Through the Sale Motion, the Trustee seeks a Court order that provides for the following:

1 1. Authorizing the Trustee to sell the Property to the Buyers on an “as-is”
2 condition, with no expressed or implied warranties, pursuant to the terms and conditions
3 as set forth in the Agreement, subject to the Bidding Procedures set forth below, and for
4 approval of the Bidding Procedures utilized.

5 2. Authorizing the sale of the Property free and clear of liens with liens not
6 satisfied through the sale (if any) to attach to the sale proceeds in the same validity and
7 priority as prior to the closing of the sale.

8 3. Authorizing the Trustee to sign any and all documents convenient and
9 necessary in pursuit of the sale as set forth above, including but not limited to any and all
10 conveyances contemplated by the Agreement.

11 4. Approving the payment of the real estate commission in the total amount not
12 to exceed the following: the Trustee’s Broker’s commission to be a flat fee amount of
13 \$5,000.00 (representing a reduction of approximately \$2,590.00 based on the current sale
14 price) and the Buyer’s Broker (Thomas K. Masters of Masters Realty) a 3% commission
15 less his voluntary reduction of \$1,000.00.

16 5. Authorizing the Trustee to pay the following from the sale proceeds through
17 escrow: (i) real estate taxes, (ii) amounts owed to current beneficiaries of the deed of trust
18 impacting the Property, and (iii) escrow fees and other costs of sale to be split between the
19 Buyers and the Estate in the manner customary in Riverside County, California where the
20 Property is located.

21 6. A determination by the Court that the each of the Buyers are in good faith
22 pursuant to Bankruptcy Code Section 363(m).

23 7. Waiving the fourteen day stay of the order approving the sale of the Property
24 under Federal Rules of Bankruptcy Procedure 6004(h).

25 8. Upon closing of the sale, authorizing the Trustee to pay the Debtors’
26 Homestead Exemption, less the Occupancy Credit due the Estate against the Homestead
27 Exemption for the Property Expenses the Debtors have failed to pay under the Occupancy
28 Stipulation as of the date of closing on the sale.

19 **B. Approval of the Bidding Procedures**

20 The Trustee has determined that it would benefit the Estate to permit all interested
21 parties to receive information and bid for the Property instead of selling the Property to the
22 Buyers on an exclusive basis. Accordingly, in order to obtain the highest and best offer for
23 the benefit of the creditors of this Estate, the Trustee is utilizing and also seeks Court
24 approval of the following bidding procedures (“Bidding Procedures”):

25 1. Potential bidders must bid an initial amount of at least \$5,000 over the
26 Purchase Price, (or **\$258,000.00**). Minimum bid increments thereafter shall be \$1,000.
27 The Trustee shall have sole discretion in determining which overbid is the best for the
28 Estate and will seek approval from the Court of the same.

1 2. Bids must be in writing and be received by the Trustee on or before **5:00 p.m.**
2 **(California time) on September 30, 2020 (seven days prior to the hearing on the Sale**
3 **Motion).**

3 3. Bids must be accompanied by certified funds in an amount equal to three
4 percent of the overbid purchase price.

4 4. The bidder must also provide evidence of having sufficient specifically
5 committed funds to complete the transaction or a lending commitment for the bid amount
6 and such other documentation relevant to the bidder's ability to qualify as the purchaser of
7 Property and ability to close the sale and immediately and unconditionally pay the winning
8 bid purchase price at closing.

7 5. The bidder must seek to acquire the Property on terms and conditions not
8 less favorable to the Estate than the terms and conditions to which the Buyers have agreed
9 to purchase the Property as set forth in the Agreement with the Buyers, including no
10 contingencies and closing on the sale in the same time parameters as the Buyers and
11 Buyer's Broker.

10 6. All competing bids must acknowledge that the Property is being sold on an
11 "AS IS" basis without warranties of any kind, expressed or implied, being given by the
12 Seller, concerning the condition of the Property or the quality of the title thereto, or any
13 other matters relating to the Property. The competing bidder must represent and warrant
14 that he/she is purchasing the Property as a result of their own investigations and are not
15 buying the Property pursuant to any representation made by any broker, agent, accountant,
16 attorney or employee acting at the direction, or on the behalf of the Seller. The competing
17 bidder must acknowledge that he/she has inspected the Property, and upon closing of
18 Escrow governed by the Agreement, the competing bid buyer forever waives, for
19 himself/herself, their heirs, successors and assigns, all claims against the Debtor, his
20 attorneys, agents and employees, the Estate, Lynda T. Bui as Trustee and individually,
21 and the law firm of which she is associated, Shulman Bastian Friedman & Bui, her agents
22 and employees, arising or which might otherwise arise in the future concerning the
23 Property.

17 7. If overbids are received, the final bidding round shall be held at the hearing
18 on the Sale Motion (**October 7, 2020 at 11:00 a.m., California Time, at the U.S.**
19 **Bankruptcy Court, Courtroom 303, 3420 Twelfth Street, Riverside, California 92501**),
20 or if rescheduled, upon telephonic notice to the Buyers and the parties having submitted
21 overbids in order to allow all potential bidders the opportunity to overbid and purchase the
22 Property. At the final bidding round, the Trustee in the exercise of her business judgment
23 and subject to Court approval, accept the bidder who has made the highest and best offer
24 to purchase the Property, consistent with the Bidding Procedures ("Successful Bidder").

21 8. At the hearing on the Sale Motion, the Trustee will seek entry of an order,
22 *inter alia*, authorizing and approving the sale of the Property to the Successful Bidder. The
23 hearing on the Sale Motion may be adjourned or rescheduled without notice other than by
24 an announcement of the adjourned date at the hearing on the Sale Motion.

23 9. In the event the Successful Bidder fails to close on the sale of the Property
24 within the time parameters approved by the Court, the Trustee shall retain the Successful
25 Bidder's Deposit and will be released from the obligation to sell the Property to the
26 Successful Bidder and the Trustee may then sell the Property to the First Back-Up Bidder
27 approved by the Court.

26 10. In the event First Back-Up Bidder fails to close on the sale of the Property
27 within the time parameters approved by the Court, the Trustee shall retain the First Back-
28 Up Bidder's Deposit and will be released from his obligation to sell the Property to the First
Back-Up Bidder and the Trustee may then sell the Property to the Second Back-Up Bidder
approved by the Court.

The Bidding Procedures will be provided to all creditors and any potential bidders or parties who have shown an interest in the Property. A Notice of Sale of Estate Property will be filed with the Court for posting on the Court's website under the link "Current Notices of Sales", thereby giving notice to additional potential interested parties. The Broker will update the Multiple Listing Service to reflect the Bidding Procedures. Based on the foregoing, the Trustee believes that under the circumstances of this case, the Property will have been appropriately marketed for bidding.

III. LEGAL AUTHORITIES

A. There is a Good Business Reason for the Sale and the Sale is in the Best Interest of the Estate.⁵

The duties of a trustee in a Chapter 7 filing are enumerated in 11 U.S.C. § 704, which provides in relevant part as follows:

(a) The trustee shall—

(1) collect and reduce to money the property of the estate for which such trustee serves, and close such estate as expeditiously as is compatible with the best interests of parties in interest;

(2) be accountable for all property received;

11 U.S.C. §704(a).

Further, the Trustee, after notice and hearing, may sell property of the estate. 11 U.S.C. § 363(b). Courts ordinarily will approve a proposed sale if there is a good business reason for the sale and the sale is in the best interests of the estate. *In re Wilde Horse Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991); *In re Lionel Corp.*, 722 F.2d 1063, 1069 (2d Cir. 1983). In this case, the sale is anticipated to net the Estate approximately \$30,550.00, calculated as follows:

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⁵ Although Local Bankruptcy Rule 6004-1(c)(2)(C) does not require that a memorandum of points and authorities be filed in support of the Motion, the Trustee is nevertheless submitting one.

Sale Price	\$253,000.00
Less, broker commission and other estimated costs of sale (estimated a total of 8% less agreed reduced commissions)	(\$16,650.00)
Less, property taxes (pro-rata) (estimated)	(\$1,800.00)
Less, payoff to the first trust deed holder (Wells Fargo Home Mortgage) (estimated)	(\$94,000.00)
Less, payoff to second priority lienholder (Greenify) (estimated)	(\$15,000.00)
Estimated Sale Proceeds	\$125,550.00
Less, Reduced Homestead Exemption after taking into account the Occupancy Credit due the Estate	(\$95,000.00)
Net Proceeds for the Estate	\$30,550.00

After payment of administrative claims, the estimated net sale proceeds is anticipated to provide an estimated distribution for general unsecured claims of approximately 26%, calculated as follows:

		<u>Amount Paid</u>	<u>Distribution Percentage</u>
Estimated Sale Proceeds	\$30,550.00		
Less, Administrative Claims ⁶ (estimated)	<u>(\$16,860.00)</u>	<u>\$16,860.00</u>	100%
Funds available for creditors after payment of Administrative Claims	\$13,690.00		
Less, Priority Claims	<u>\$0.00</u>	<u>\$0.00</u>	Not Applicable
Funds available for General Unsecured Claims	<u>\$13,690.00</u>		
Total General Unsecured Claims	\$52,356.07	\$13,690.00	26%

⁶ Estimated administrative claims are calculated as follows:

<u>Administrative Claims</u>	<u>Fees</u>	<u>Expenses</u>	<u>Total</u>
Trustee (estimated)	\$13,360.00	\$500.00	\$13,860.00
Accounting Fees (estimated)	\$3,000.00	\$0.00	\$3,000.00
Total	\$16,360.00	\$500.00	\$16,860.00

B. The Proposed Sale Should be Allowed Free and Clear of Liens

Bankruptcy Code Section 363(f) allows a trustee to sell property of the bankruptcy estate “free and clear of any interest in such property of an entity,” if any one of the following five conditions is met:

(1) applicable non-bankruptcy law permits a sale of such property free and clear of such interest;

(2) such entity consents;

(3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;

(4) such interest is in bona fide dispute; or

(5) such entity could be compelled, in a legal or equitable proceeding, to accept money satisfaction of such interest.

11 U.S.C. § 363(f).

Section 363(f) is written in the disjunctive and thus only one of the enumerated conditions needs to be satisfied for Court approval to be appropriate. The Trustee proposes to sell under section 363(f)(2) and under 363(f)(4).

With respect to outstanding real property taxes, Wells Fargo Home Mortgage and Greenify, each will be paid through escrow on the sale in the amount consented to by the lienholder, and based on their consent to the sale, the Trustee will have satisfied § 363(f)(2).

Out of an abundance of caution, to the extent there are unresolved liens at closing, the Trustee proposes to sell under section 363(f)(4), as unresolved liens and interests against the Property, if any, will be disputed by the Trustee and shall attach to the sale proceeds with the same force, effect, validity, and priority as such liens or interests had with respect to the Property prior to the sale.

C. The Court has Authority to Waive the Fourteen-Day Stay of Sale.

Federal Rule of Bankruptcy Procedure 6004(h) provides that “[a]n order authorizing the use, sale or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the Court orders otherwise.” Fed. Rule Bankr. P.

1 6004(h). The Trustee desires to close the sale of the Property as soon as practicable after
2 entry of an order approving the sale. Accordingly, the Trustee requests that the Court, in
3 the discretion provided it under Federal Rule of Bankruptcy Procedure 6004(h), waive the
4 fourteen-day stay requirement.

5 **IV. CONCLUSION**

6 Based on the reasons set forth above, the Trustee respectfully request submits that
7 good cause exists for granting the Sale Motion and requests that the Court enter an order
8 as follows:

9 1. Authorizing the Trustee to sell the Property to the Buyers pursuant to the
10 terms and conditions of the Agreement and it addendums, which are attached as **Exhibit**
11 **6** to the Bui Declaration.

12 2. Authorizing the sale of the Property free and clear of liens, with liens not
13 satisfied through the sale, if any, to attach to the sale proceeds in the same validity and
14 priority as prior to the closing of the sale.

15 3. Authorizing the Trustee to sign any and all documents convenient and
16 necessary in pursuit of the sale, including any and all conveyances contemplated by the
17 Agreement attached as **Exhibit 6** to the Bui Declaration.

18 4. Approving the payment of the real estate commission in the total amount not
19 to exceed 6% of the final purchase price, to be split between the Trustee's Broker and the
20 Selling Broker, as follows: the Trustee's Broker has agreed to reduce his commission to a
21 flat fee of \$5,000.00 (representing a reduction of approximately \$2,590.00 based on the
22 current sale price) and the Buyer's Broker has agreed to reduce his commission by
23 \$1,000.00 or receive \$6,590 (\$7,590 less \$1,000) based on a sale price of \$253,000.

24 5. Authorizing the Trustee to pay the following from the proceeds of the sale of
25 the Property through escrow: (a) all outstanding real property taxes at the time of closing
26 on the sale of the Property, and (b) claims of creditors secured by the Property.

27 6. Authorizing the Trustee to pay the Debtors' Homestead Exemption less the
28 Occupancy Credit owed to the Estate at the time of closing.

DECLARATION

DECLARATION OF LYNDA T. BUI

I, Lynda T. Bui, declare and state as follows:

1. I am the Chapter 7 Trustee for the bankruptcy estate of *In Raymundo Avalos Sanchez and Gema Avalos ("Debtors")*. I have personal knowledge of the facts set forth herein and could, if called as a witness, competently testify thereto.

2. I am familiar with the Debtors' bankruptcy proceeding and make this Declaration in support of my *Motion for Order: (1) Approving the Sale of Real Property of the Estate Free and Clear of Certain Liens Pursuant to Bankruptcy Code §§ 363(b)(1) and 363(f), Subject to Overbids, Combined With Notice of Bidding Procedures and Request for Approval of the Bidding Procedures Utilized; (2) Approving Payment of Real Estate Commission; and (3) Granting Related Relief ("Sale Motion")*.

3. Attached here as **Exhibit 1** are true and correct copies of the Debtors' Schedules A/B, C and D.

4. Attached here as **Exhibit 2** is true and copy of a Preliminary Title Report on the Property as of August 17, 2020. The Preliminary Title Report identifies the liens and encumbrances against the Property.

5. Attached as here as **Exhibit 3** is a true and correct copy of the Notice of Assessment and Payment of Contractual Assessment Required related to the debt owed Greenify ("Solar Financing Assessment"). From the review of the Solar Financing Assessment, I am advised that (i) the debt owed to Greenify relates to home improvement financing for installation of solar panels located at the Property, (ii) the financing had an original principal balance of \$14,725.58 in October 2016, and (iii) the financing is paid through property tax bill assessments, incurs an annual assessment obligation of \$1,447.72, is subject to an annual interest rate of 9.33%, but does not contain a prepayment penalty. The claim amount scheduled by the Debtors for Greenify (\$36,192.72) appears to include interest and other fees through the end of the 25-year financing period. Since Greenify will be paid before the end of the financing period through

1 the sale, the amount to be paid to fully satisfy the lien is estimated to be approximately
2 \$15,000.00.

3 6. During this case, the Debtors and I entered into a certain Stipulation for
4 Occupancy and Marketing of Real Property [docket 30] ("Occupancy Stipulation"), which
5 was approved by the Court pursuant to order entered on February 28, 2020 [docket 32].
6 Attached here as **Exhibit 4** is a true and correct copy of the Occupancy Stipulation.
7 Attached here as **Exhibit 5** is a true and correct copy of the Court order approving the
8 Occupancy Stipulation

9 7. Paragraph 3 of the Occupancy Stipulation provides that if the Debtors fail to
10 pay the Property Expenses (as defined in the Occupancy Stipulation), I may deduct and
11 retain as reimbursement the amount of the unpaid Property Expenses from any applicable
12 exemption-funds due and owing to the Debtors upon closing of the sale of the Property.
13 Under the Occupancy Stipulation, there is a credit due the Estate in the form of a reduction
14 of the Debtors' Homestead Exemption of approximately \$4,116.32 representing Property
15 Expenses that the Debtors failed to pay ("Occupancy Credit"). The Occupancy Credit for
16 the Estate against the Homestead Exemption may increase if the Debtors fail to pay
17 additional Property Expenses prior to the closing of the sale.

18 8. Upon my Application⁷ and pursuant to Court order entered on March 12, 2020,
19 the Trustee was authorized to employ Richard A. Halderman, Jr., as my real estate broker
20 ("Broker") to assist with the marketing and sale of the Property. The Broker listed Property
21 for sale at \$300,000.00 beginning February 1, 2020.

22 9. The listing agreement with the Broker provides for a real estate commission to
23 be paid upon the sale of the Property in an amount not to exceed 6% of sale price. I,
24 however, have requested a reduction of the commission in order provide a more
25 meaningful recovery for the Estate from the sale of the Property. Specifically, my Broker
26 will reduce his commission by \$2,590 and agreed to be paid a flat fee of \$5,000.00. The
27 _____

28 ⁷ On February 21, 2020, I filed an Application for Order Authorizing Employment of Richard Halderman, Jr.,
as Real Estate Broker ("Application").

1 Buyer's Broker (Thomas K. Masters of Masters Realty) has agreed to reduce his
2 commission by \$1,000.00 and agreed to be paid \$6,590. I am advised that the Buyers'
3 Broker will also be providing the Buyers a \$1,400.00 credit (from his commission) to be
4 applied towards the Buyers' closing costs.

5 10. The Estate does not have the funds to obtain a formal written appraisal for the
6 estimated value of the Property. The Broker has more than twenty years of experience in
7 the sale of real property as well as property valuations and is familiar with valuing real
8 property in today's economic environment. The Property has been on the market for more
9 than six months and the price received is the highest and best thus far. It is also the result
10 of negotiations with the Buyers for the highest and best offer.

11 11. I believe that the proposed sale, subject to overbids, will be at fair market value.
12 Given that the sale is subject to overbids, it is anticipated that the Estate will receive the
13 best and highest value for the Property and therefore the proposed sale price is fair and
14 reasonable.

15 12. For the reasons set forth in the Sale Motion and this Declaration, I believe that
16 good cause exists to grant the Sale Motion and respectfully request that the Court grant
17 the Sale Motion so that I do not lose this favorable business opportunity to net funds
18 anticipated to fully provide a distribution to general unsecured claims.

19 I declare under penalty of perjury pursuant to the laws of the United States of
20 America that the foregoing is true and correct.

21 EXECUTED on September 16, 2020, at Irvine, California.

22 /s/ Lynda T. Bui

23 Lynda T. Bui

EXHIBIT 1

Fill in this information to identify your case and this filing:

Debtor 1 **Raymundo Avalos Sanchez**
First Name Middle Name Last Name

Debtor 2 **Gema Avalos**
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number 6:19-bk-19046

☒ Check if this is an amended filing

Official Form 106A/B Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- ☐ No. Go to Part 2.
- ☒ Yes. Where is the property?

1.1

45818 Duquesne Street

Street address, if available, or other description

Indio CA 92201-0000

City State ZIP Code

Riverside

County

What is the property? Check all that apply

- ☒ Single-family home
- ☐ Duplex or multi-unit building
- ☐ Condominium or cooperative
- ☐ Manufactured or mobile home
- ☐ Land
- ☐ Investment property
- ☐ Timeshare
- ☐ Other _____

Who has an interest in the property? Check one

- ☐ Debtor 1 only
- ☐ Debtor 2 only
- ☒ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number:

4 Beds, 2 Baths - 1,384 sqft

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?
\$274,213.00

Current value of the portion you own?
\$274,213.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Fee Simple

☒ **Check if this is community property**
(see instructions)

2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>

\$274,213.00

Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

Debtor 1 **Raymundo Avalos Sanchez**
Debtor 2 **Gema Avalos**Case number (if known) **6:19-bk-19046****3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles**☐ No
☒ Yes3.1 Make: **Ford**
Model: **F150 SuperCrew Cab**
Year: **2016**
Approximate mileage: **33,000**
Other information:
**Fair Condition
To be Surrendered****Who has an interest in the property?** Check one

- ☐
- Debtor 1 only
-
- ☐
- Debtor 2 only
-
- ☒
- Debtor 1 and Debtor 2 only
-
- ☐
- At least one of the debtors and another

☒ **Check if this is community property**
(see instructions)Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.**Current value of the entire property?****Current value of the portion you own?****\$27,522.00****\$27,522.00**3.2 Make: **Ford**
Model: **F150 SuperCrew Cab**
Year: **2017**
Approximate mileage: **36,000**
Other information:
**Fair Condition
To be Retained
Vehicle paid for and maintained
by Debtor's son****Who has an interest in the property?** Check one

- ☐
- Debtor 1 only
-
- ☐
- Debtor 2 only
-
- ☒
- Debtor 1 and Debtor 2 only
-
- ☐
- At least one of the debtors and another

☒ **Check if this is community property**
(see instructions)Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.**Current value of the entire property?****Current value of the portion you own?****\$27,715.00****\$27,715.00**3.3 Make: **Lincoln**
Model: **Navigator**
Year: **2005**
Approximate mileage: **110,000**
Other information:
**Fair Condition
To be Retained****Who has an interest in the property?** Check one

- ☐
- Debtor 1 only
-
- ☐
- Debtor 2 only
-
- ☒
- Debtor 1 and Debtor 2 only
-
- ☐
- At least one of the debtors and another

☒ **Check if this is community property**
(see instructions)Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.**Current value of the entire property?****Current value of the portion you own?****\$4,840.00****\$4,840.00**3.4 Make: **Lincoln**
Model: **Town Car**
Year: **1997**
Approximate mileage: **270,000**
Other information:
**Fair Condition
To be Retained****Who has an interest in the property?** Check one

- ☐
- Debtor 1 only
-
- ☐
- Debtor 2 only
-
- ☒
- Debtor 1 and Debtor 2 only
-
- ☐
- At least one of the debtors and another

☒ **Check if this is community property**
(see instructions)Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.**Current value of the entire property?****Current value of the portion you own?****\$922.00****\$922.00****4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories***Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories*☒ No
☐ Yes**5 Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=>****\$60,999.00****Part 3: Describe Your Personal and Household Items****Do you own or have any legal or equitable interest in any of the following items?****Current value of the portion you own?**

Debtor 1 **Raymundo Avalos Sanchez**
 Debtor 2 **Gema Avalos**

Case number (if known) **6:19-bk-19046**

Do not deduct secured
claims or exemptions.

6. Household goods and furnishings

Examples: Major appliances, furniture, linens, china, kitchenware

☐ No

☒ Yes. Describe.....

Personal Furnishings

\$1,500.00

7. Electronics

Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games

☐ No

☒ Yes. Describe.....

Personal Electronics

\$1,000.00

8. Collectibles of value

Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles

☒ No

☐ Yes. Describe.....

9. Equipment for sports and hobbies

Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments

☒ No

☐ Yes. Describe.....

10. Firearms

Examples: Pistols, rifles, shotguns, ammunition, and related equipment

☐ No

☒ Yes. Describe.....

A.R. Shotgun

\$1,000.00

11. Clothes

Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories

☐ No

☒ Yes. Describe.....

Personal Clothing

\$600.00

12. Jewelry

Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

☐ No

☒ Yes. Describe.....

Personal Jewelry

\$400.00

13. Non-farm animals

Examples: Dogs, cats, birds, horses

☐ No

☒ Yes. Describe.....

2 Mixed dogs

\$0.00

Debtor 1 **Raymundo Avalos Sanchez**
Debtor 2 **Gema Avalos**

Case number (if known) **6:19-bk-19046**

14. Any other personal and household items you did not already list, including any health aids you did not list

- ☒ No
☐ Yes. Give specific information.....

15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here

\$4,500.00

Part 4: Describe Your Financial Assets

Do you own or have any legal or equitable interest in any of the following?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

16. Cash

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

- ☒ No
☐ Yes.....

17. Deposits of money

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

- ☐ No
☒ Yes.....

Institution name:

**US Bank
Acct. No. 8417**

17.1. Checking

\$583.66

18. Bonds, mutual funds, or publicly traded stocks

Examples: Bond funds, investment accounts with brokerage firms, money market accounts

- ☒ No
☐ Yes..... Institution or issuer name:

19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture

- ☒ No
☐ Yes. Give specific information about them.....
Name of entity:

% of ownership:

20. Government and corporate bonds and other negotiable and non-negotiable instruments

Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders.
Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.

- ☒ No
☐ Yes. Give specific information about them
Issuer name:

21. Retirement or pension accounts

Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans

- ☒ No
☐ Yes. List each account separately.
Type of account: Institution name:

22. Security deposits and prepayments

Your share of all unused deposits you have made so that you may continue service or use from a company

Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

- ☒ No
☐ Yes. Institution name or individual:

23. Annuities (A contract for a periodic payment of money to you, either for life or for a number of years)

- ☒ No
☐ Yes..... Issuer name and description.

24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.

Debtor 1 **Raymundo Avalos Sanchez**
Debtor 2 **Gema Avalos**

Case number (if known) **6:19-bk-19046**

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

☒ No

☐ Yes..... Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):

25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit

☒ No

☐ Yes. Give specific information about them...

26. Patents, copyrights, trademarks, trade secrets, and other intellectual property

Examples: Internet domain names, websites, proceeds from royalties and licensing agreements

☒ No

☐ Yes. Give specific information about them...

27. Licenses, franchises, and other general intangibles

Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

☒ No

☐ Yes. Give specific information about them...

Money or property owed to you?

Current value of the portion you own?

Do not deduct secured claims or exemptions.

28. Tax refunds owed to you

☒ No

☐ Yes. Give specific information about them, including whether you already filed the returns and the tax years.....

29. Family support

Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

☒ No

☐ Yes. Give specific information.....

30. Other amounts someone owes you

Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

☒ No

☐ Yes. Give specific information..

31. Interests in insurance policies

Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

☒ No

☐ Yes. Name the insurance company of each policy and list its value.

Company name:

Beneficiary:

Surrender or refund value:

32. Any interest in property that is due you from someone who has died

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

☒ No

☐ Yes. Give specific information..

33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment

Examples: Accidents, employment disputes, insurance claims, or rights to sue

☒ No

☐ Yes. Describe each claim.....

34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims

☒ No

☐ Yes. Describe each claim.....

Debtor 1 **Raymundo Avalos Sanchez**
 Debtor 2 **Gema Avalos**

Case number (if known) **6:19-bk-19046**

35. Any financial assets you did not already list

- ☒ No
☐ Yes. Give specific information..

36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....

\$583.66

Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.

37. Do you own or have any legal or equitable interest in any business-related property?

- ☒ No. Go to Part 6.
☐ Yes. Go to line 38.

Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In.
 If you own or have an interest in farmland, list it in Part 1.

46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?

- ☒ No. Go to Part 7.
☐ Yes. Go to line 47.

Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above

53. Do you have other property of any kind you did not already list?

Examples: Season tickets, country club membership

- ☒ No
☐ Yes. Give specific information.....

54. Add the dollar value of all of your entries from Part 7. Write that number here

\$0.00

Part 8: List the Totals of Each Part of this Form

55. Part 1: Total real estate, line 2		\$274,213.00
56. Part 2: Total vehicles, line 5	\$60,999.00	
57. Part 3: Total personal and household items, line 15	\$4,500.00	
58. Part 4: Total financial assets, line 36	\$583.66	
59. Part 5: Total business-related property, line 45	\$0.00	
60. Part 6: Total farm- and fishing-related property, line 52	\$0.00	
61. Part 7: Total other property not listed, line 54	\$0.00	
62. Total personal property. Add lines 56 through 61...	\$66,082.66	Copy personal property total \$66,082.66
63. Total of all property on Schedule A/B. Add line 55 + line 62		\$340,295.66

Fill in this information to identify your case:

Debtor 1 **Raymundo Avalos Sanchez**
First Name Middle Name Last Name

Debtor 2 **Gema Avalos**
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **CENTRAL DISTRICT OF CALIFORNIA**

Case number **6:19-bk-19046**
(if known)

☒ Check if this is an amended filing

Official Form 106C

Schedule C: The Property You Claim as Exempt

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

Part 1: Identify the Property You Claim as Exempt

1. Which set of exemptions are you claiming? Check one only, even if your spouse is filing with you.

- ☒ You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)
- ☐ You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.

Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own Copy the value from <i>Schedule A/B</i>	Amount of the exemption you claim Check only one box for each exemption.	Specific laws that allow exemption
45818 Duquesne Street Indio, CA 92201 Riverside County 4 Beds, 2 Baths - 1,384 sqft Line from <i>Schedule A/B</i> : 1.1	\$274,213.00	<input checked="" type="checkbox"/> \$100,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.730
2005 Lincoln Navigator 110,000 miles Fair Condition To be Retained Line from <i>Schedule A/B</i> : 3.3	\$4,840.00	<input checked="" type="checkbox"/> \$3,325.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.010
Personal Furnishings Line from <i>Schedule A/B</i> : 6.1	\$1,500.00	<input checked="" type="checkbox"/> \$1,500.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.020
Personal Electronics Line from <i>Schedule A/B</i> : 7.1	\$1,000.00	<input checked="" type="checkbox"/> \$1,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.020
Personal Clothing Line from <i>Schedule A/B</i> : 11.1	\$600.00	<input checked="" type="checkbox"/> \$600.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.020

Debtor 1 **Raymundo Avalos Sanchez**
Debtor 2 **Gema Avalos**Case number (if known) **6:19-bk-19046**

Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own Copy the value from <i>Schedule A/B</i>	Amount of the exemption you claim <i>Check only one box for each exemption.</i>	Specific laws that allow exemption
Personal Jewelry Line from <i>Schedule A/B</i> : 12.1	\$400.00	<input checked="" type="checkbox"/> \$400.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.040
Checking: US Bank Acct. No. 8417 Line from <i>Schedule A/B</i> : 17.1	\$583.66	<input checked="" type="checkbox"/> \$583.66 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.070

3. **Are you claiming a homestead exemption of more than \$170,350?**
(Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.)
- ☒ No
- ☐ Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?
- ☐ No
- ☐ Yes

Fill in this information to identify your case:

Debtor 1 **Raymundo Avalos Sanchez**
First Name Middle Name Last Name

Debtor 2 **Gema Avalos**
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **CENTRAL DISTRICT OF CALIFORNIA**

Case number _____
(if known)

☐ Check if this is an amended filing

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?

- ☐ No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.
- ☒ Yes. Fill in all of the information below.

Part 1: List All Secured Claims

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

		Column A Amount of claim Do not deduct the value of collateral.	Column B Value of collateral that supports this claim	Column C Unsecured portion If any	
2.1	Greenify Creditor's Name Attn: Bankruptcy Dept. 407 W Imperial HWY H-114 Brea, CA 92821 Number, Street, City, State & Zip Code	Describe the property that secures the claim: 45818 Duquesne Street Indio, CA 92201 Riverside County 4 Beds, 2 Baths - 1,384 sqft As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Nature of lien. Check all that apply. <input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset) Solar Panels	\$36,192.72	\$274,213.00	\$0.00

Who owes the debt? Check one.
☐ Debtor 1 only
☐ Debtor 2 only
☒ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☒ Check if this claim relates to a community debt

Date debt was incurred _____ Last 4 digits of account number **4844**

Debtor 1 **Raymundo Avalos Sanchez**

Case number (if known) _____

First Name Middle Name Last Name

Debtor 2 **Gema Avalos**

First Name Middle Name Last Name

2.2 **Lincoln Auto Financial Services**

Creditor's Name

**Attn: Bankruptcy
Po Box 542000
Omaha, NE 68154**

Number, Street, City, State & Zip Code

Describe the property that secures the claim:

**2017 Ford F150 SuperCrew Cab
36,000 miles
Fair Condition
To be Retained
Vehicle paid for and maintained by
Debtor's son**

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Nature of lien. Check all that apply.

- ☐ An agreement you made (such as mortgage or secured car loan)
☐ Statutory lien (such as tax lien, mechanic's lien)
☐ Judgment lien from a lawsuit
☒ Other (including a right to offset) **Auto Loan**

\$31,600.00

\$27,715.00

\$3,885.00

Who owes the debt? Check one.

- ☐ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☒ At least one of the debtors and another

☒ Check if this claim relates to a community debt

**Opened
09/17 Last
Active**

Date debt was incurred **7/01/19**

Last 4 digits of account number **7092**

2.3 **Lincoln Auto Financial Services**

Creditor's Name

**Attn: Bankruptcy
Po Box 542000
Omaha, NE 68154**

Number, Street, City, State & Zip Code

Describe the property that secures the claim:

**2016 Ford F150 SuperCrew Cab
33,000 miles
Fair Condition
To be Retained**

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Nature of lien. Check all that apply.

- ☐ An agreement you made (such as mortgage or secured car loan)
☐ Statutory lien (such as tax lien, mechanic's lien)
☐ Judgment lien from a lawsuit
☒ Other (including a right to offset) **Auto Loan**

\$21,567.26

\$27,522.00

\$0.00

Who owes the debt? Check one.

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

☐ Check if this claim relates to a community debt

**Opened
07/16 Last
Active**

Date debt was incurred **7/16/19**

Last 4 digits of account number **0511**

Debtor 1 **Raymundo Avalos Sanchez**

Case number (if known)

First Name Middle Name Last Name

Debtor 2 **Gema Avalos**

First Name Middle Name Last Name

2.4 **Wells Fargo Home Mor**

Creditor's Name

**Attn: Bankruptcy
Mac#2302-04e Pob 10335
Des Moines, IA 50306**

Number, Street, City, State & Zip Code

Describe the property that secures the claim:

\$93,856.00

\$274,213.00

\$0.00

**45818 Duquesne Street Indio, CA
92201 Riverside County
4 Beds, 2 Baths - 1,384 sqft**

As of the date you file, the claim is: Check all that apply.

☐ Contingent

☐ Unliquidated

☐ Disputed

Nature of lien. Check all that apply.

☐ An agreement you made (such as mortgage or secured car loan)

☐ Statutory lien (such as tax lien, mechanic's lien)

☐ Judgment lien from a lawsuit

☒ Other (including a right to offset)

First Mortgage

Who owes the debt? Check one.

☐ Debtor 1 only

☐ Debtor 2 only

☒ Debtor 1 and Debtor 2 only

☐ At least one of the debtors and another

☒ Check if this claim relates to a community debt

**Opened
07/10 Last
Active**

Date debt was incurred **7/01/19**

Last 4 digits of account number **0692**

Add the dollar value of your entries in Column A on this page. Write that number here:

\$183,215.98

If this is the last page of your form, add the dollar value totals from all pages.
Write that number here:

\$183,215.98

Part 2: List Others to Be Notified for a Debt That You Already Listed

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

EXHIBIT 2

CLTA Preliminary Report Form
(Rev. 11/06)

Order Number: O-SA-6138595
Page Number: 1

Updated 08/25/2020



First American Title

First American Title Company

4 First American Way
Santa Ana, CA 92707

California Department of Insurance License No. 151

Antonia Delgado
A & A Escrow Services, Inc
415 North Crescent Drive, Suite 320
Beverly Hills, CA 90210
Phone: (310)550-6055
Fax: (310)550-6130

Customer Reference: 104869-AA
Order Number: O-SA-6138595 (DTJS)

Title Officer: Debbie Tognetti/ Joel Sotto
Phone: (714)250-8579
Fax No.: (714)481-2956
E-Mail: FAHQ-RA-OCTitle3@firstam.com

Buyer: Cervantes and Munoz
Owner: Raymundo Avalos and Gema Y. Magallon
Property: 45818 Duquesne Street
Indio, CA 92201

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

Exhibit 2

First American Title

Page 1 of 16

CLTA Preliminary Report Form
(Rev. 11/06)

Order Number: O-SA-6138595

Page Number: 2

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Exhibit 2

First American Title

Page 2 of 16

Dated as of August 17, 2020 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA/CLTA Homeowner's (EAGLE) Policy of Title Insurance (2013) and ALTA Ext Loan Policy 1056.06 (06-17-06) if the land described is an improved residential lot or condominium unit on which there is located a one-to-four family residence; or ALTA Standard Owner's Policy 2006 (WRE 06-17-06) and the ALTA Loan Policy 2006 (06-17-06) if the land described is an unimproved residential lot or condominium unit

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Gema Y. Magallon, A Single Woman and Raymundo Avalos, A Single Man, as Joint Tenants, subject to proceedings pending in the Bankruptcy Court of the CENTRAL District of the U. S. District Court, California entitled in re: Raymundo Avalos Sanchez And Gema Avalos, debtor, Case No. 6:19-bk-19046-MH, wherein a petition for relief was filed on October 15, 2019.

The estate or interest in the land hereinafter described or referred to covered by this Report is:

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2020-2021, a lien not yet due or payable.
2. Assessment liens, if applicable, collected with the general and special taxes, including but not limited to those disclosed by the reflection of the following on the tax roll:

1915 Bond for COACHELLA VALLEY 01-1 INDIO.

3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. An easement for EITHER OR BOTH POLE LINES, CONDUITS OR UNDERGROUND FACILITIES and incidental purposes in the document recorded May 08, 1936 as [BOOK 274, PAGE 404](#) of Official Records.

Exhibit 2

First American Title

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5. An easement for WATER PIPELINE and incidental purposes in the document recorded September 29, 1952 as [BOOK 1403, PAGE 590](#) of Official Records.
6. An easement for FLOODWAY and incidental purposes in the document recorded May 24, 1960 as INSTRUMENT NO. [46925](#) of Official Records.
7. Any and all offers of dedications, conditions, restrictions, easements, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description including but not limited to: PUBLIC UTILITIES and incidental purposes affecting said land.
8. A deed of trust to secure an original indebtedness of \$112,917.00 recorded JULY 23, 2010 as INSTRUMENT NO. [10-346566](#) OF OFFICIAL RECORDS.
Dated: JULY 14, 2010
Trustor: GEMA Y. MAGALLON, A SINGLE WOMAN AND RAYMUNDO AVALOS, A SINGLE MAN, AS JOINT TENANTS
Trustee: LAWYERS TITLE COMPANY
Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
LENDER: WALLICK AND VOLK, INC.

According to the public records, the beneficial interest under the deed of trust was assigned to WELLS FARGO BANK, NA by assignment recorded OCTOBER 21, 2019 as INSTRUMENT NO. [19-422480](#) OF OFFICIAL RECORDS.

9. Assessments and any terms, conditions and provisions contained in the document entitled NOTICE OF ASSESSMENT AND PAYMENT OF CONTRACTUAL ASSESSMENT REQUIRED, recorded OCTOBER 27, 2016, as INSTRUMENT NO. [16-473933](#), executed by RENEW FINANCIAL and between GEMA MAGALLON, RAYMUNDO AVALOS and any and all subsequent amendments thereto.

Said assessments are collected with general and special taxes.

10. Proceedings pending in the Bankruptcy Court of the CENTRAL District of the U.S. District Court, California, entitled in re: RAYMUNDO AVALOS SANCHEZ AND AVALOS GEMA, debtor, Case No. 6:19-BK-19046-MH, wherein a petition for relief was filed under Chapter 7 on October 15, 2019.
11. Water rights, claims or title to water, whether or not shown by the public records.
12. Any defects, liens, encumbrances or other matters which name parties with the same or similar names as RAYMUNDO AVALOS. The name search necessary to ascertain the existence of such matters has not been completed. In order to complete this preliminary report or commitment, we will require a statement of information.
13. The new lender, **if any**, for this transaction may be a Non-Institutional Lender. If so, the Company will require the Deed of Trust to be signed before a First American approved notary.

Exhibit 2

First American Title

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. General and special taxes and assessments for the fiscal year 2019-2020.

First Installment:	\$1,797.68, PAID
Penalty:	\$0.00
Second Installment:	\$1,797.68, PAID
Penalty:	\$0.00
Tax Rate Area:	007-065
A. P. No.:	606-233-003

2. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Single Family Residence known as 45818 DUQUESNE STREET, INDIO, CA.

3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the City of Indio, County of Riverside, State of California, described as follows:

LOT 42 OF TRACT NO. 12783-3, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 130, PAGE\(S\) 48 THROUGH 51](#), INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 606-233-003

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

Exhibit 2

First American Title

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EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

CLTA STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;

Exhibit 2

First American Title

- d. improvements on the Land;
- e. land division; and
- f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
 - 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
 - 4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
 - 5. Failure to pay value for Your Title.
 - 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
- This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
 - 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 - 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

Exhibit 2

First American Title

- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land;
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

Exhibit 2

- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
- (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of: [The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.
- 7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
- 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the

Exhibit 2

First American Title

Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Exhibit 2

First American Title

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First American Title™

Privacy Notice

Effective: January 1, 2020

Notice Last Updated: January 1, 2020

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit <https://www.firstam.com/privacy-policy/index.html>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

How Do We Collect Your Information? We collect your **personal** and **non-personal information**: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your **non-personal information** for any purpose.

How Do We Share Your Personal Information? We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal information**, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your **personal information**, you may contact us at dataprivacy@firstam.com or toll free at 1-866-718-0097.

How Do We Secure Your Personal Information? The security of your **personal information** is important to us. That is why we take commercially reasonable steps to make sure your **personal information** is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your **personal information**.

How Long Do We Keep Your Personal Information? We keep your **personal information** for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to dataprivacy@firstam.com or toll free at 1-866-718-0097.

International Jurisdictions: Our Products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your **personal information** to us in the US, and you consent to that transfer and use of your **personal information** in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



First American Title™

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out. We do not sell your personal information to third parties, and do not plan to do so in the future.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Collection Notice. The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
Categories of Sources	Categories of sources from which we've collected personal information include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties
Business Purpose for Collection	The business purposes for which we've collected personal information include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity

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Categories of Third Parties Shared	The categories of third parties with whom we've shared personal information include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties
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Categories of Personal Information We Have Sold In The Past Year. We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

Categories of Personal Information Disclosed For A Business Purpose In The Past Year. The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.

EXHIBIT 3

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

Renew Financial
1620 E. Roseville Parkway, Suite 240
Roseville, CA 95661

2016-0473933

10/27/2016 12:17 PM Fee: \$ 81.00

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Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



289

**NOTICE OF ASSESSMENT
AND
PAYMENT OF CONTRACTUAL ASSESSMENT REQUIRED**

**California Statewide Communities Development Authority
CaliforniaFIRST Program
County of RIVERSIDE**

NOTICE IS HEREBY GIVEN that:

Pursuant to the requirements of Sections 5898.24(d) and 5898.32 of the Streets and Highways Code of the State of California, the undersigned Secretary of the Commission of the California Statewide Communities Development Authority, State of California, hereby gives notice that an assessment has been levied against the property described below pursuant to the Agreement to Pay Assessment and Finance Improvements attached as Exhibit 1 hereto (the "Agreement").

Current Property Owner 1 Name:	Gema Magallon
Current Property Owner 2 Name:	Raymundo Avalos
Property Address:	45818 DUQUESNE ST, INDIO, CA 92201
County in which Property is Located:	RIVERSIDE
Assessor's Parcel Number:	606-233-003
Legal Description of Property Subject to the Contractual Assessment:	See Exhibit 2
Annual Assessment Obligation Amount:	\$1,447.72
Assessment Amount:	\$14,725.58
Date of Assessment:	October 25, 2016
Date or Circumstances under Which the Contractual Assessment Expires:	See Section 6 of the Agreement.
Purpose of Contractual Assessment:	See Section 5 of the Agreement.
Entity to which funds from the contractual assessment will be paid:	California Statewide Communities Development Authority
For prepayment requests:	Email info@californiafirst.org Renew Financial, 1221 Broadway, 4 th Fl, Oakland, CA 94612

Notice is further given that upon the recording of this notice in the office of the county recorder, the assessment shall become a lien upon such real property.

Dated: October 25, 2016

**CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY**

Authorized Signatory

Graham Knaus
Authorized Signatory
CSAC

Application ID: CF-00054844
Assessor's Parcel Number: 606-233-003

County: RIVERSIDE

Exhibit 3

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

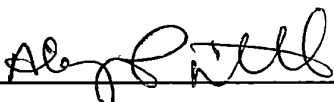
State of California
County of Sacramento

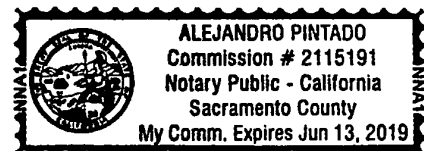
On 10/26/2016 before me, Alejandro Pintado Notary Public
(insert name and title of the officer)

personally appeared Graham Knaus
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



DOC #2016-0473933 Page 3 of 18

EXHIBIT 1

AGREEMENT TO PAY ASSESSMENT AND FINANCE IMPROVEMENTS

AGREEMENT TO PAY ASSESSMENT AND FINANCE IMPROVEMENTS

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY CALIFORNIAFIRST (COUNTY OF RIVERSIDE)

This AGREEMENT TO PAY ASSESSMENT AND FINANCE IMPROVEMENTS (this "**Agreement**") is made and entered into as of this 18 day of October, 2016, by and between the California Statewide Communities Development Authority, a joint exercise of powers authority (the "**Authority**"), and the record owner(s) (the "**Property Owner**") of the fee title to the real property identified on Exhibit A (the "**Property**").

RECITALS

WHEREAS, the Authority is a joint exercise of powers authority the members of which include numerous cities and counties in the State of California; and

WHEREAS, the Authority has established the CaliforniaFIRST program (the "**CaliforniaFIRST Program**") to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements that are permanently fixed to real property (the "**Authorized Improvements**") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("**Chapter 29**") and the issuance of improvement bonds under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the "**1915 Act**") upon the security of the unpaid contractual assessments; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied pursuant to a contract between the property owner and the public agency; and

WHEREAS, the Authority has conducted the proceedings required by Chapter 29 with respect to the territory within the boundaries of the county identified on Exhibit A (the "**County**"); and

WHEREAS, the Property is located within the boundaries of unincorporated land of the County, or the incorporated city or city and county, identified in Exhibit A as the "**Municipality**" (the "**Municipality**"), and the Municipality has consented to (i) owners of property within its jurisdiction participating in the CaliforniaFIRST Program and (ii) the Authority conducting assessment proceedings under Chapter 29 and issuing bonds under the 1915 Act to finance the Authorized Improvements; and

WHEREAS, pursuant to Chapter 29, the Authority and the Property Owner wish to enter into a contract pursuant to which the Property Owner would agree to pay an assessment in order to finance the installation on the Property of the Authorized Improvements described on Exhibit A (the "**Improvements**") and the Authority would agree to provide financing, all on the terms set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the material covenants hereinafter contained, the Property Owner and the Authority formally covenant, agree and bind themselves and their successors and assigns as follows:

AGREEMENT

Section 1. Purpose. The Property Owner and the Authority are entering into this Agreement for the purpose of financing the installation of the Improvements identified on Exhibit A on the Property. The Authority will not finance installation of Improvements other than those listed on Exhibit A.

Section 2. The Property. This Agreement relates to the real property identified on Exhibit A. The Property Owner has supplied to the Authority current evidence of its ownership of fee title to the Property and possesses all legal authority necessary to execute this Agreement on behalf of the Property Owner.

Section 3. Agreement to Pay Assessment; Prepayment.

(a) **Payment of Assessment.** The Property Owner hereby freely and willingly agrees to pay the assessment shown as the "Assessment Amount" on Exhibit B, representing the amounts being financed (i) for purposes of installing the Improvements, which are shown as the "Cost of Improvements" in Exhibit B, and (ii) for the purposes described in Section 3(b) (the "**Assessment**"). The Authority will not provide financing for the benefit of the Property Owner in an amount in excess of the Assessment.

Except as otherwise set forth in this Agreement, the Assessment will be paid in the installments of principal (representing the amortization of the Assessment over the period shown on Exhibit B), except as provided in Section 3(b)(vi), and interest on the unpaid principal at the rate set forth on Exhibit B (collectively, the "**Financing Installments**"). Interest will begin to accrue on the date on which the Authority disburses money to the Property Owner, or its designee, to finance the installation of the Improvements. The interest rate is further described in Section 5(b) of this Agreement.

(b) **Financing of Upfront Costs.** In addition to financing installation of the Improvements, the Authority will finance the following amounts, which are included in the Assessment and shown as "Upfront Costs" on Exhibit B:

(i) **Program-Related Fees.** These include closing fees paid from a portion of bond proceeds to the Authority, any other entities responsible for program management and administration, and issuer and bond counsel to the Authority, and as well as any other related costs of issuance of any bond.

(ii) **Lien Recording Fee.** This one-time fee is paid from a portion of bond proceeds to cover the cost associated with recording the lien of the Assessment on the Property.

(iii) **Reserve Fund Deposit.** This is a one-time deposit from a portion of bond proceeds into a debt service reserve fund for bonds issued by the Authority to finance installation of the Improvements on the Property and other Properties participating in the CaliforniaFIRST Program.

(iv) California Alternative Energy and Advanced Transportation Financing Authority ("CAEATFA") PACE Loss Reserve Program Fee. This is a one-time fee associated with the CAEATFA PACE Loss Reserve Program, which benefits any first mortgage lender on the Property and other Properties participating in the CaliforniaFIRST Program. The fee will be paid from a portion of bond proceeds.

(v) Foreclosure Expense Reserve Account Deposit. This is a one-time deposit from a portion of bond proceeds into a reserve account that the Authority will use to pay for the costs of foreclosing on the Property and other properties participating in the CaliforniaFIRST program as a result of a delinquency in the payment of any Financing Installment or Administrative Expenses.

(vi) Capitalized Interest. The Financing Installments and related Administrative Expenses may be billed either on or (to the extent permitted by law) off the County's property tax roll at the sole discretion of the Authority. If on-roll billing is utilized, the CaliforniaFIRST Program's deadline for placing the first year's Financing Installment and related Administrative Expenses (as defined in Section 3(c)) on the County's property tax roll is shown on Exhibit B as the "Applicable Tax Roll Deadline" (the "**Applicable Tax Roll Deadline**"). If the Authority issues a bond to finance installation of the Improvements on the Property before the Applicable Tax Roll Deadline occurring in the same calendar year of the bond issuance, then the first year's Financing Installment and related Administrative Expenses will be billed on the Property Owner's property tax bill for the related Tax Year (as defined in Section 5(c)). However, if the Authority issues such a bond after the Applicable Tax Roll Deadline occurring in the same calendar year of the bond issuance, the first year's Financing Installment will not include a principal component, and a portion of the proceeds of the bond will be used to fund the payment of all of such year's interest component.

(c) Administrative Expenses. The Property Owner hereby acknowledges that, pursuant to the 1915 Act (including Sections 8682(b) and 8682.1(a)), the Authority may add annual amounts to any Financing Installment in order to pay for the costs of collecting that installment and administering the CaliforniaFIRST Program ("**Administrative Expenses**"). Exhibit B shows the estimated Administrative Expenses with the Financing Installments; **however, such estimated Administrative Expenses may increase if the cost of collecting the Financing Installments or administering the CaliforniaFIRST Program increase.** The Property Owner agrees to pay actual Administrative Expenses, which may be higher than such estimates. The Administrative Expenses, together with each Financing Installment and the Assessment, are referred to collectively as the "**Assessment Obligations.**"

(d) Prepayment of the Assessment. The Assessment may be prepaid, in increments of \$2,500 or in whole, at any time without premium upon the payment of (i) the whole or a portion of the unpaid Assessment, (ii) the accrued but unpaid interest relating to the whole or applicable portion of the unpaid Assessment through the date on which the related bonds will be redeemed (which for the purpose of calculating the amount of such accrued but unpaid interest, will be the first bond interest payment date that is 65 days or more following the date of the prepayment), and (iii) the reasonable costs of the Authority related to such prepayment.

(e) **Absolute Obligation.** The Property Owner hereby agrees that none of the Assessment Obligations will be subject to reduction, offset or credit of any kind in the event that the bonds secured thereby are refunded or for any other reason.

Section 4. Collection of Assessment; Lien. The Assessment Obligations, and the interest and penalties thereon imposed by law as a result of a delinquency in the payment of any Financing Installment and Administrative Expenses, shall constitute a lien against the Property until they are paid and shall be collected and have the lien priority set forth in Chapter 29.

The Property Owner acknowledges that if any Financing Installment and related Administrative Expenses are not paid when due, the Authority has the right to have the delinquent installment, associated penalties and interest stripped off the secured property tax roll and immediately enforced through a judicial foreclosure action that could result in a sale of the Property for the payment of the delinquent installment, associated penalties and interest, and all costs of suit, including attorneys' fees.

The Property Owner acknowledges that if bonds are sold to finance the Improvements, the Authority may obligate itself, through a covenant with the owners of the bonds, to exercise its foreclosure rights with respect to delinquent Financing Installments and related Administrative Expenses under specified circumstances. Such a covenant would typically provide that no later than a specific date in each year, the Authority will determine whether the Property is delinquent in the payment of Financing Installments and related Administrative Expenses and, if so, will notify its legal counsel ("**Authority Counsel**") of any such delinquencies. Authority Counsel will commence, or cause to be commenced, the foreclosure proceedings against the Property, including collection actions preparatory to the filing of any complaint, but will file the complaint by a specific date acceptable to the bond owner(s).

Section 5. Financing of the Improvements.

(a) **Agreement to Finance Improvements.** The Authority hereby agrees to use the Assessment to finance the Improvements, including the payment of the Authority's reasonable costs of administering the CaliforniaFIRST Program, subject to the Property Owner's compliance with the conditions for such financing established by the Authority. The Property Owner hereby acknowledges that the Improvements confer a special benefit to the Property in an amount at least equal to the Assessment.

(b) **Financing Installments.** The Property Owner agrees to the issuance of bonds by the Authority to finance the installation of the Improvements and other purposes described in Section 3(b). The interest rate used to calculate the interest component of the Financing Installments, as identified on Exhibit B, reflects the interest cost of the bonds. If the cost of the Improvements, as shown in a final invoice provided to the Authority by the Property Owner, is less than the amount shown on Exhibit B, then, concurrently with the disbursement of funds to the Property Owner, the Authority may provide the Property Owner with a schedule that provides for annual installments that are less than those set forth in the attached Exhibit B. The Property Owner hereby represents to the Authority that the cost of the Improvements as shown in a final invoice provided to the Authority by the Property Owner does not include any costs of constructing the Improvements for which the Property Owner will receive credits,

incentives or rebates.

In the event the actual cost of acquisition, construction or installation of the Improvements exceeds the portion of the Assessment expected in this Agreement to be used to finance acquisition, construction and installation of the Improvements, then the Property Owner agrees to pay the additional costs and to complete acquisition, construction or installation of the Improvements.

(c) Initial Tax Year. The Financing Installments and related Administrative Expenses will be placed on the County property tax roll each "**Tax Year**" (being the period beginning July 1 and ending the immediately succeeding June 30), commencing with the first Tax Year in which the Financing Installments and related Administrative Expenses are placed on the Property Owner's property tax bill prior to the Applicable Tax Roll Deadline for a Tax Year (the "**Initial Tax Year on Roll**"). The estimated Initial Tax Year on Roll is identified on Exhibit B.

Section 6. Term; Agreement Runs with the Land; Subdivision. (a) If the Authority has not received a completion certificate for the Improvements within 150 days of the date hereof, this Agreement shall automatically expire. The date of such expiration is shown as the "Expiration Date" on Exhibit B. Except as otherwise set forth in this Agreement, this Agreement shall also expire upon the final payment or prepayment of the Assessment Obligations. The Authority will notify the Property Owner in writing (at the address specified in Exhibit A) when the lien of the Assessment Obligations has been removed from the property.

(b) This Agreement establishes rights and obligations that are for the benefit of the Property and, therefore, such rights and obligations run with the land pursuant to Civil Code Section 1462.

(c) In the event the Property is subdivided while the Assessment Obligations remain unpaid, the Assessment Obligations will be assigned to the newly created parcel on which the Improvements are located. If the Improvements no longer exist, the Assessment Obligations will be assigned to each of the newly created parcels on a per-acre basis, unless the Authority, in its sole discretion, determines that the Assessment Obligations should be allocated in an alternate manner.

Section 7. Recordation of Documents. The Property Owner hereby authorizes and directs the Authority to cause to be recorded in the office of the County Recorder the various notices and other documents required by Chapter 29 and other applicable laws to be recorded against the Property, including but not limited to the Notice of Assessment and the Payment of Contractual Assessment Required.

Section 8. Notice. To the extent required by applicable law, the Property Owner hereby agrees to provide written notice to any subsequent purchaser of the Property (including the purchasers of any subdivisions of the Property) of the obligation to pay the Assessment Obligations pursuant to this Agreement.

Section 9. Waivers, Acknowledgment and Agreement. Because this Agreement reflects the Property Owner's free and willing consent to pay the Assessment Obligations following a noticed public hearing, the Property Owner hereby waives any otherwise applicable requirements of Article XIID of the California Constitution or any

other provision of California law for an engineer's report, notice, public hearing, protest or ballot.

The Property Owner acknowledges its right to cancel this transaction within three (3) business days from the date of its executing this Agreement.

The Property Owner hereby waives its right to repeal the Assessment Obligations by initiative or any other action, or to file any lawsuit or other proceeding to challenge the Assessment Obligations or any aspect of the proceedings of the Authority undertaken in connection with the CaliforniaFIRST Program. The Property Owner hereby agrees that the Property Owner and its successors in interest to fee title in the Property shall be solely responsible for the installation, operation and maintenance of the Improvements. The Property Owner hereby acknowledges that the Property will be responsible for payment of the Assessment Obligations regardless of whether the Improvements are properly installed, operated or maintained as expected.

The Property Owner hereby agrees that the Authority is entering into this Agreement solely for the purpose of assisting the Property Owner with the financing of the installation of the Improvements, and that any bond purchaser, the Authority and the city and county in which the Property is located have no responsibility of any kind for, and shall have no liability arising out of, the installation, operation, financing, refinancing or maintenance of the Improvements. Based upon the foregoing, the Property Owner hereby waives the right to recover from and fully and irrevocably releases any bond purchaser, the Authority, the city and county in which the Property is located and any and all agents, employees, attorneys, representatives and successors and assigns of the bond purchaser, the Authority and the city and county in which the Property is located from any and all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees), relating to the subject matter of this Agreement that the Property Owner may now have or hereafter acquire against the bond purchaser, the Authority, the city and county in which the Property is located and any and all agents, employees, attorneys, representatives and successors and assigns of the bond purchaser, the Authority or the city and county in which the Property is located.

To the extent that the foregoing waivers and agreements are subject to Section 1542 of the California Civil Code or similar provisions of other applicable law, it is the intention of the Property Owner that the foregoing waivers and agreements will be effective as a bar to any and all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees), of whatever character, nature and kind, known or unknown, suspected or unsuspected, and Property Owner agrees to waive any and all rights and benefits conferred upon the Property Owner by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law. Section 1542 reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

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By initialing below, the Property Owner agrees to waive the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Property Owner's Initials:

DS
GA

GM

DS
RUS

RA

The waivers, releases and agreements set forth in this Section 9 shall survive termination of this Agreement.

Section 10. Indemnification. The Property Owner agrees to indemnify, defend, protect, and hold harmless the Authority, the city and county in which the Property is located, any bond purchaser and any and all agents, employees, attorneys, representatives and successors and assigns of the Authority, the city and county in which the Property is located or any bond purchaser, from and against all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees) and any demands of any nature whatsoever related directly or indirectly to, or arising out of or in connection with (i) the Property Owner's participation in the CaliforniaFIRST Program, (ii) the Assessment Obligations, (iii) the Improvements, or (iv) any other fact, circumstance or event related to the subject matter of this Agreement, regardless of whether such losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees) accrue before or after the date of this Agreement.

The provisions of this Section 10 shall survive the termination or expiration of this Agreement.

Section 11. Right to Inspect Property. The Property Owner hereby grants the Authority and its agents and representatives the right to enter at any reasonable time, upon reasonable notice, to inspect the Improvements. The Property Owner further hereby grants the Authority and its agents and representatives the right to examine and copy any documentation relating to the Improvements.

Section 12. Carbon Credits. The Property Owner hereby agrees that any carbon credits or other similar environmental attributes that are attributable to the Improvements shall be owned by the Authority.

Section 13. CaliforniaFIRST Application. The Property Owner hereby

represents and warrants to the Authority that the information set forth in the CaliforniaFIRST Program Application submitted to the Authority in connection with its request for financing is true and correct as of the date hereof, and that the representations set forth in the CaliforniaFIRST Program Application are true and correct as of the date hereof as if made on the date hereof.

Section 14. Amendment. Except as set forth in Section 5(b), this Agreement may be modified only by the written agreement of the Authority and the Property Owner.

Section 15. Binding Effect; Assignment. This Agreement inures to the benefit of and is binding upon the Authority, the Property Owner and their respective successors and assigns.

The Authority has the right to assign any or all of its rights and obligations under this Agreement without the consent of the Property Owner. The obligation to pay the Assessment Obligations set forth in this Agreement is an obligation of the Property, and no agreement or action of the Property Owner will be competent to impair in any way the Authority's rights, including, but not limited to, the right to pursue judicial foreclosure of the Assessment Obligations lien or the right to enforce the collection of the Assessment Obligations or any installment thereof against the Property.

Section 16. Exhibits. The Exhibits to this Agreement are incorporated into this Agreement by this reference as if set forth in their entirety in this Agreement.

Section 17. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Agreement.

Section 18. Corrective Instruments. The Authority and the Property Owner agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required in order to carry out the expressed intention of this Agreement.

Section 19. Governing Law; Venue. This Agreement is governed by and construed in accordance with the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of Sacramento, State of California; provided, however, that actions to foreclose delinquent Financing Installments and related Administrative Expenses will be instituted in the superior court of the County or as otherwise provided by law.

Section 20. Existing Instruments. BEFORE ENTERING INTO THIS ASSESSMENT CONTRACT, THE PROPERTY OWNER SHOULD CAREFULLY REVIEW ANY MORTGAGE AGREEMENT(S) OR OTHER SECURITY INSTRUMENT(S) ("EXISTING INSTRUMENTS") THAT AFFECT THE PROPERTY OR TO WHICH THE PROPERTY OWNER IS A PARTY. THE PROPERTY OWNER'S ENTERING INTO THIS AGREEMENT WITHOUT THE CONSENT OF AN EXISTING LENDER COULD CONSTITUTE AN EVENT OF DEFAULT UNDER SUCH EXISTING INSTRUMENTS. DEFAULTING UNDER AN EXISTING INSTRUMENT COULD HAVE SERIOUS CONSEQUENCES TO THE PROPERTY OWNER, WHICH COULD INCLUDE THE ACCELERATION OF THE REPAYMENT OBLIGATIONS DUE UNDER

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SUCH INSTRUMENT. IN ADDITION, FANNIE MAE AND FREDDIE MAC, THE OWNER OF A SIGNIFICANT PORTION OF ALL HOME MORTGAGES, STATED THAT THEY WOULD NOT PURCHASE HOME LOANS WITH ASSESSMENTS SUCH AS THOSE OFFERED BY THE AUTHORITY. THIS MAY MEAN THAT PROPERTY OWNERS WHO SELL OR REFINANCE THEIR PROPERTY MAY BE REQUIRED TO PREPAY SUCH ASSESSMENTS AT THE TIME THEY CLOSE THEIR SALE OR REFINANCING.

Section 21. Counterparts. This Agreement may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

IN WITNESS WHEREOF, the Authority and the Property Owner have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

**CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY**

By: 

Its: Authorized Signatory

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The following are the authorized signatories of the Property Owner:

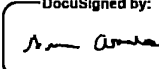
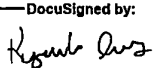
<p>Name: GEMA MAGALLON</p> <p>DocuSigned by:</p> <p>By:  <u>B79CA608C9DE4E1</u></p> <p>Its: Authorized Signatory</p> <p>Date: <u>10/18/2016 17:17 PDT</u></p>
<p>Name: RAYMUNDO AVALOS</p> <p>DocuSigned by:</p> <p>By:  <u>44ED40DE44004B0...</u></p> <p>Its: Authorized Signatory</p> <p>Date: <u>10/18/2016 17:23 PDT</u></p>

EXHIBIT A
Description of the Property and Improvements

Description of Property

Application ID: **CF-00054844**
Property Owner 1 Name: **Gema Magallon**
Property Owner 2 Name: **Raymundo Avalos**
Property Address: **45818 Duquesne St, Indio, CA 92201**
County: **Riverside**
Municipality: **CITY OF INDIO**
APN: **606-233-003**
Property Legal Description: **A PARCEL OF LAND LOCATED IN THE STATE OF CA, COUNTY OF RIVERSIDE, WITH A SITUS ADDRESS OF 45818 DUQUESNE ST, INDIO CA 92201-4930 C029 CURRENTLY OWNED BY MAGALLON GEMA Y & AVALOS RAYMUNDO HAVING A TAX ASSESSOR NUMBER OF 606-233-003 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS .16 ACRES NET IN LOT 42 MB 130/048 TR 12783-3 AND DESCRIBED IN DOCUMENT NUMBER 346565 DATED 07/22/2010 AND RECORDED 07/23/2010 .**

Description of Improvements

☒ Improvements owned by Property Owner(s) ☐ Improvements owned by Third Party

Solar Panels - With Monitoring

Minimum Criteria:

1. Product must be on California Solar Initiative Eligible Products list. 2. System must be grid connected unless the property is not currently connected to the grid. System does not need to be interconnected at time of funding. 3. A copy of the pulled permit or permit number must be submitted for this product prior to funding. 4. To qualify for a 30-year term, the system must monitor performance.

Quantity:

11

Manufacturer:

Renesola America

Model:

JC250S-24/Bbh

Is the product on the California Solar Initiative Eligible Product List?:

Yes

Watts:

250

Solar Inverters

Minimum Criteria:

1. Product must be on California Solar Initiative Eligible Products list. 2. A copy of the pulled permit or permit number must be submitted for this product prior to funding.

Quantity:

Exhibit A
Application ID: CF-00054844
County: Riverside

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Created: 10-25-2016 04:18 PM UTC
Version: Final

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11

Manufacturer:
Enphase Energy

Model:
M250-60-2LL-S2X

Is the product on the California Solar Initiative Eligible Product List?:
Yes

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EXHIBIT B

Assessment Amount, Financing Installments, Estimated Administrative Expenses*, and Assessment Terms

Assessment Amount: \$14,725.58

Financing Installments and Estimated Administrative Expenses*

Tax Year	Financing Installments		Estimated Administrative Expenses (c)*	Total (a) + (b) + (c)*
	Principal (a)	Interest (b)		
2017-2018	\$190.24	\$1,235.48	\$22.00	\$1,447.72
2018-2019	\$206.20	\$1,219.52	\$22.00	\$1,447.72
2019-2020	\$223.50	\$1,202.22	\$22.00	\$1,447.72
2020-2021	\$242.26	\$1,183.46	\$22.00	\$1,447.72
2021-2022	\$262.58	\$1,163.14	\$22.00	\$1,447.72
2022-2023	\$284.62	\$1,141.10	\$22.00	\$1,447.72
2023-2024	\$308.50	\$1,117.22	\$22.00	\$1,447.72
2024-2025	\$334.38	\$1,091.34	\$22.00	\$1,447.72
2025-2026	\$362.44	\$1,063.28	\$22.00	\$1,447.72
2026-2027	\$392.84	\$1,032.88	\$22.00	\$1,447.72
2027-2028	\$425.80	\$999.92	\$22.00	\$1,447.72
2028-2029	\$461.52	\$964.20	\$22.00	\$1,447.72
2029-2030	\$500.24	\$925.48	\$22.00	\$1,447.72
2030-2031	\$542.22	\$883.50	\$22.00	\$1,447.72
2031-2032	\$587.70	\$838.02	\$22.00	\$1,447.72
2032-2033	\$637.02	\$788.70	\$22.00	\$1,447.72
2033-2034	\$690.46	\$735.26	\$22.00	\$1,447.72
2034-2035	\$748.40	\$677.32	\$22.00	\$1,447.72
2035-2036	\$811.18	\$614.54	\$22.00	\$1,447.72
2036-2037	\$879.24	\$546.48	\$22.00	\$1,447.72
2037-2038	\$953.00	\$472.72	\$22.00	\$1,447.72
2038-2039	\$1,032.96	\$392.76	\$22.00	\$1,447.72
2039-2040	\$1,119.62	\$306.10	\$22.00	\$1,447.72
2040-2041	\$1,213.56	\$212.16	\$22.00	\$1,447.72
2041-2042	\$1,315.10	\$110.34	\$22.00	\$1,447.44
Grand Total Assessment Obligations*				\$36,192.72

* Estimated Administrative Expenses may increase as provided in Section 3(c). Effective as of November 12, 2014, notwithstanding anything to the contrary contained in the Assessment Contract to which this Exhibit B is attached, prepayments of the Assessment will not be subject to any prepayment premium, and Section 3(d) shall be read without giving effect to clause (iii) thereof.

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Assessment Terms:

The schedule of the Financing Installments is based on the following assumptions:

Cost of Improvements	\$12,760.00
Upfront Costs	
<ul style="list-style-type: none"> • Program-Related Fees pursuant to Section 3(b)(i) 	\$816.64
<ul style="list-style-type: none"> • Lien Recording Fee pursuant to Section 3(b)(ii) 	\$81.00
<ul style="list-style-type: none"> • Reserve Fund Deposit pursuant to Section 3(b)(iii) 	\$36.81
<ul style="list-style-type: none"> • CAEATFA PACE Loss Reserve Program Fee pursuant to Section 3(b)(iv) 	\$0.00
<ul style="list-style-type: none"> • Foreclosure Expense Reserve Account Deposit pursuant to Section 3(b)(v) 	\$5.00
<ul style="list-style-type: none"> • Capitalized interest pursuant to Section 3(b)(vi) 	\$1,026.13
Applicable Tax Roll Deadline	June 29, 2017. The Completion Certificate must be received seven business days prior.
Initial Tax Year on Roll	2017-2018
Interest rate used to calculate the interest component of the Financing Installments	8.39%
Annual Percentage Rate [^]	9.33%
Expiration Date	February 15, 2017
Term of Assessment Obligations	25 years

[^]The Annual Percentage Rate is interest and certain other costs over the term of the Assessment Obligations expressed as a rate. This is not your interest rate.

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EXHIBIT 2

LEGAL DESCRIPTION OF PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
DESCRIBED AS FOLLOWS:

LOT 42 OF TRACT NO. 12783-3, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER
MAP RECORDED IN BOOK 130, PAGE(S) 48 THROUGH 51, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE
COUNTY RECORDER OF SAID COUNTY.

APN: 606-233-003

EXHIBIT 4

Lynda T. Bui, Trustee
3550 Vine Street, Suite 210
Riverside, California 92507
Telephone: (949) 340-3400
Facsimile: (949) 340-3000
Email: trustee.bui@shulmanbastian.com

Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION

In re

RAYMUNDO AVALOS SANCHEZ
and **GEMA AVALOS,**

Debtors.

Case No. 6:19-bk-19046-MH

Chapter 7

**STIPULATION FOR OCCUPANCY AND
MARKETING OF REAL PROPERTY**

**[Real property located at: 45818
Duquesne Street, Indio, CA 92201]**

**[Order Approving the Stipulation
Uploaded Concurrently Herewith]**

[No Hearing Set]

**TO THE HONORABLE MARK D. HOULE, UNITED STATES BANKRUPTCY JUDGE,
THE OFFICE OF THE UNITED STATES TRUSTEE AND ALL INTERESTED PARTIES:**

Lynda T. Bui ("Trustee"), the Chapter 7 trustee for the bankruptcy estate ("Estate")
of Raymundo Avalos Sanchez and Gema Avalos ("Debtors"), and the Debtors (the
Trustee and the Debtors are collectively referred to as the "Parties"), enter into and agree
to the terms and conditions of this *Stipulation for Occupancy and Marketing of Real
Property* ("Stipulation") based on the following recitals:

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///

///

I. **RECITALS**

1. The Debtors filed a chapter 7 bankruptcy petition on October 15, 2019 in the United States Bankruptcy Court, Central District of California, Case No. 6:19-bk-19046-MH.

2. The deadline to file proofs of claim in the case is March 9, 2020. Government claims are due by April 13, 2020. As of February 19, 2020, the Court's Claims Register reflects a total of twelve claims having been filed in the aggregate amount of \$91,377.34 of which \$50,100.38 has been asserted as secured and \$41,276.96 has been asserted as general unsecured. On their Schedule D and E/F, the Debtors list secured claims of \$183,215.98, priority unsecured claims of \$0.00 and unsecured claims of \$77,169.00.

3. The Debtors' Schedule A/B lists an ownership interest in the real property located at 45818 Duquesne Street, Indio, California 92201 ("Property"). On their Schedule A/B (docket 1), the Debtors valued their interest in the Property at \$274,213.00. On their Schedule D, the Debtors list a mortgage lien in favor of Wells Fargo Home Mortgage in the amount of \$93,856.00 and a lien in favor of Greenify in the amount of \$36,192.72 for solar panels. On their amended Schedule C filed on December 2, 2019 (docket 12), the Debtors claimed an exemption in the Property under C.C.P. § 704.730 in the amount of \$100,000.00.

4. After reviewing information provided by her real estate professional including an opinion of value, and taking into account the various potential repairs needed at the Property, the Trustee is advised that the value of the Property may be \$300,000.00. Based on this higher valuation, even taking into consideration the costs of a sale and the Debtors' exemption claim, the Trustee believes that there may be equity in the Property for the benefit of the Estate and its creditors of approximately \$47,000.00. The Debtors disagree.

5. The Debtors currently occupy the Property and are making all the monthly mortgage payments, property tax payments, insurance payments and other debt service

1 payments for the Property. The Debtors have advised the Trustee that they are current
2 on all these payments.

3 6. The Trustee is administering the Property, either by marketing the Property
4 for sale or selling the Estate's equity in the Property to the Debtors. The Debtors would
5 like for the Trustee to wait until after the claims bar date passes before administering the
6 Property so that the Debtors can explore possibly purchasing the Estate's equity in the
7 Property. As such, the Parties are entering into this Stipulation to in essence maintain
8 the *status quo*.

9 II. AGREEMENT

10 **NOW THEREFORE** the Parties stipulate and agree to the following terms, subject
11 to Bankruptcy Court approval:

12 1. As of the date of the execution of this Stipulation, the Debtors claim an
13 exemption against the Property of \$100,000.00, which is the maximum exemption amount
14 that the Debtors are entitled to against the Property. The Trustee will not object to the
15 Debtors' claimed exemption in the Property and the Debtors waive any right that they
16 have to (i) amend their exemption claimed in the Property, and/or (ii) to convert this case
17 to a Chapter 13 or Chapter 11 proceeding.

18 2. To maintain the status quo and while the Parties wait for the claims bar date
19 to pass, the Debtors shall cooperate with the Trustee by doing the following:

- 20 a. Continuing to timely pay the secured lenders on the Property;
- 21 b. Continuing to timely pay property insurance and property taxes;
- 22 c. Providing the Trustee with evidence of mortgage payments made, and to
23 the extent applicable, other payment of other maintenance items for the
24 Property such as insurance, property taxes, homeowners association dues,
25 and utilities, along with back-up documents (collectively "Proof of Payment
26 and Documents"). Commencing on February 15, 2020, the Proof of
27 Payment and Documents shall be provided to the Trustee by the 15th day
28 of every month for the previous month;

- d. If the Trustee sells the Property, continuing to occupy the Property until the closing of the sale of the Property;
- e. Maintaining the Property in a condition of good repair;
- f. Ensuring no transfer of interests in the Property or encumbrance of the Property with any liens whatsoever;
- g. Maintaining current liability and hazard insurance on the Property, naming the Trustee as loss payee, as well as, providing updated proof of continued coverage with each insurance renewal on the Property; and
- h. Ensuring no payment defaults on any secured or unsecured obligations occurs on the Property, including payments related to mortgages, real estate taxes, insurance, homeowners association dues, utilities and any and all other payments and expenses associated with preserving and maintaining the Property (collectively the "Property Expenses").

3. If the Debtors fail to pay the Property Expenses, the Trustee may deduct and retain as reimbursement the amount of the unpaid Property Expenses from any applicable exemption-funds due and owing to the Debtors upon closing of the sale of the Property.

4. If the Trustee is required to arrange for insurance on the Property while the Debtors occupy the Property, the Trustee may deduct and retain as reimbursement the amount of any premiums or other charges for such insurance from any applicable exemption-funds due and owing to the Debtors upon closing of the sale of the Property.

5. If the Debtors fail to pay the Property Expenses while the Debtors occupy the Property, the Trustee shall be entitled to and will immediately pursue all remedies to enforce the Trustee's right of possession of the Property, including obtaining a turnover order to remove the Debtors and any others residing in the Property with them.

6. The Debtors may continue to occupy the Property, subject to the terms and conditions provided in this Stipulation. The Debtors shall notify the Trustee immediately

1 when/if they vacate the Property, so that the Trustee may take action to secure and
2 protect the Property.

3 7. The Debtors shall maintain the Property in clean and presentable condition
4 to facilitate any marketing of the Property. The Debtors shall maintain the yard/lawn
5 service of the exterior of the Property during their occupancy of the Property. If the
6 Trustee is required to pay any of the maintenance expenses for the Property, unless
7 agree to otherwise in writing, the Trustee will be entitled to deduct such maintenance
8 payments from any applicable exemption-funds due and owing to the Debtors upon
9 closing of the sale of the Property.

10 8. After March 15, 2020 and notwithstanding any settlement discussions with
11 the Debtors, the Trustee, through her broker, may post at the Property a lockbox with a
12 key and may arrange access to the Property for marketing purposes.

13 9. After March 15, 2020 and notwithstanding any settlement discussions with
14 the Debtors, the Debtors shall make the Property available for showing by the Trustee's
15 broker within twenty-four hours of a request by the Trustee's broker, between the hours
16 of 10:00 a.m. and 6:00 p.m. (or other hours by agreement).

17 10. If the Trustee proceeds with the sale of the Property to a third party, the
18 Trustee shall provide notice to the Debtors of the acceptance, subject to Court approval,
19 of any offer on the Property. Following acceptance, the Trustee will file a motion seeking
20 Court approval of the sale of the Property ("Sale Motion"), and schedule the motion for
21 hearing. The Trustee shall provide the Debtors with notice of the date of the hearing on
22 the Sale Motion. The Debtors shall ensure that they and all occupants vacate and leave
23 the Property, removing all exempt personal property, except fixtures, no later than one
24 day before the close of escrow.

25 11. If the Debtors and other occupants of the Property fail or refuse to vacate
26 the Property by the initial date of the hearing on the Sale Motion, the Trustee shall be
27 entitled to pursue all remedies to enforce the Trustee's right of possession of the Property.

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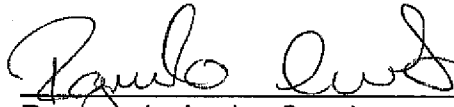
12. If the Debtors and other occupants fail or refuse to vacate the Property by the initial date of the hearing on the Sale Motion, the Trustee may deduct from any applicable exemption of the Debtors in the Property or its proceeds, any interest, fees or charges on the mortgages; any property taxes, and/or homeowner's association fees; any assessments or other charges accruing from and after the hearing date; any insurance which the Trustee procures to protect the Estate's interest in the Property; any maintenance costs associated with the yard/lawn of the Property; and any costs of obtaining turnover and evicting the Debtors and/or any other occupant, including any attorney's fees or charges associated with that action.

Dated: February 21, 2020


/s/ Lynda T. Bui

Lynda T. Bui
Chapter 7 trustee for the bankruptcy estate of
In re Raymundo Avalos Sanchez and Gema Avalos,
Case No. 6:19-bk-19046-MH

Dated: February 21, 2020


Raymundo Avalos Sanchez
Debtor


Dated: February 21, 2020


Gema Avalos
Debtor

APPROVED AS TO FORM AND CONTENT.

Dated: February 21, 2020

LAW OFFICE OF ROBERT L. FIRTH


Robert L. Firth
Attorney for the Debtors

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: **100 Spectrum Center Drive, Suite 600, Irvine, California 92618**

A true and correct copy of the foregoing document entitled (*specify*): **STIPULATION FOR OCCUPANCY AND MARKETING OF REAL PROPERTY** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **February 27, 2020**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **Chapter 7 Trustee:** Lynda T. Bui (TR) trustee.bui@shulmanbastian.com, C115@ecfcbis.com
- **Attorney for Debtors:** Robert L Firth attyrfirth@hotmail.com, avazfirthlaw@gmail.com
- **Interested Party:** Sheryl K Ith sith@cookseylaw.com, sith@ecf.courtdrive.com
- **Interested Party:** Valerie Smith claims@recoverycorp.com
- **Interested Party:** United States Trustee (RS) ustpreion16.rs.ecf@usdoj.gov

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **February 27, 2020**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Judge's Copy:

U.S. Bankruptcy Court
Attn: Honorable Mark D. Houle
3420 Twelfth Street, Suite 365
Riverside, CA 92501

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

February 27, 2020

Date

Erlanna Lohayza

Printed Name

/s/ Erlanna Lohayza

Signature

EXHIBIT 5

Lynda T. Bui, Trustee
3550 Vine Street, Suite 210
Riverside, California 92507
Telephone: (949) 340-3400
Facsimile: (949) 340-3000
Email: trustee.bui@shulmanbastian.com

Chapter 7 Trustee

FILED & ENTERED

FEB 28 2020

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY moser DEPUTY CLERK

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION

In re

RAYMUNDO AVALOS SANCHEZ
and **GEMA AVALOS,**

Debtors.

Case No. 6:19-bk-19046-MH

Chapter 7

**ORDER APPROVING STIPULATION
FOR OCCUPANCY AND MARKETING
OF REAL PROPERTY**

[Real property located at: 45818
Duquesne Street, Indio, CA 92201]

[No Hearing Set]

The Court having read and considered the *Stipulation for Occupancy and Marketing of Real Property* ("Stipulation") (docket number 30) and the Court finding no objection thereto, and good cause has been shown, it is

ORDERED as follows:

1. The Stipulation is approved. The Trustee is authorized to enter into and execute the Stipulation.

2. The Trustee is authorized to execute any and all necessary documents to carry out the provisions contemplated in the Stipulation.

3. The Trustee is authorized to record any and all necessary documents and to take all necessary steps and actions to effectuate the terms of the Stipulation.

///

1 4. The Court will retain jurisdiction with respect to all matters arising from or
2 related to the implementation of the Stipulation and this Order.

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27 Date: February 28, 2020
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Mark Houle
United States Bankruptcy Judge

EXHIBIT 6



CALIFORNIA
ASSOCIATION
OF REALTORS®

ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. ONE

The following terms and conditions are hereby incorporated in and made a part of the: ☒ Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), ☐ Other _____, dated July 20, 2020, on property known as 45818 Duquesne St

in which Indio, CA 92201-4930 is referred to as ("Buyer/Tenant")
and Victor Cervantez, Jerica Munoz is referred to as ("Seller/Landlord")
Lynda Bul, Chapter 7 Trustee

The following changes will become effective upon acceptance of this addendum.

- 1. Sales Price will be \$253,000.**
- 2. Seller will not pay any buyer closing costs**
- 3. Listing agent will reduce his commission to a flat fee of \$5000.**
- 4. Buyers agent will reduce his commission \$1000**
- 5. Seller understands there is still a 21 day loan contingency from opening of escrow.**
- ALL other terms to remain the same as written.**

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 9/2/2020

Buyer/Tenant _____

Buyer/Tenant _____

Date 9/3/20

Seller/Landlord _____

Seller/Landlord _____

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525 South Virgil Avenue, Los Angeles, California 90020

ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)

Thomas K. Masters, Broker, P.O. Box 1622 Rancho Mirage CA 92270
Thomas Masters

Phone: (760)275-5906 Fax: _____
Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

45818 Duquesne

Exhibit 6

**Counteroffer re Purchase and Sale of
45818 Duquesne Street, Indio, California (Riverside County)**

This is a counteroffer ("Counteroffer") to the July 20, 2020 "California Residential Purchase Agreement and Joint Escrow Instructions" and the August 11, 2020 "Seller Counter Offer No. One" received from **Victor Cervantes** and **Jerica Munoz** (collectively, "Buyer's Offer") for the purchase of the real property commonly known as **45818 Duquesne Street, Indio, California, Riverside County** ("Property"), by **Victor Cervantes** and **Jerica Munoz** (collectively "Buyer") from Lynda T. Bui, solely in her capacity as the Chapter 7 Trustee ("Seller" and, together with Buyer, the "Parties"), for the Bankruptcy Estate of ***In re Raymundo Avalos Sanchez and Gema Avalos***, Bankruptcy Case No.: **6:19-bk-19046-MH** ("Debtors").

When fully-executed below, this Counteroffer will constitute conclusive evidence of the contract for the sale and purchase of the Property (the "Sale") and the Parties' agreement for the Sale, subject to approval by the Bankruptcy Court in the Debtors' bankruptcy case and further or more complete documentation in Seller's discretion. **This Counteroffer Supersedes the Buyer's Proposal.** Seller may elect to deem this Counteroffer the definitive agreement between the Parties regarding the Sale.

1. **Purchase Price:** The purchase price for the Property shall be **\$272,000.00**; all cash (the "Purchase Price").
2. **Initial Deposit:** Within three (3) business days following Buyer's execution of this Counteroffer, Buyer shall deliver to escrow, together with an executed copy of this Counteroffer, the sum of **\$5,000.00**, to be applied toward the Purchase Price (the "Deposit"), as follows:

Antonia Delgado, Escrow Officer
A & A Escrow Services, Inc.
415 N. Crescent Drive, Suite 320
Beverly Hills, CA 90210
Telephone: (310) 550-6055; Facsimile: (310) 550-6130
Email: antonia@aaescrow.com

3. **Due Diligence Period:** Buyer acknowledges that he/she/it is familiar with the Property and that the Buyer has previously viewed the Property. Nevertheless, at Buyer's sole expense, Buyer shall have until **2:00 p.m. PDT, August 31, 2020**, to obtain all investigations, appraisals and tests, and to complete any and all due diligence which the Buyer desires (the "Due Diligence Deadline"). By no later than the Due Diligence Deadline, Buyer may advise Seller, in writing, of his/her/its election to cancel the Sale, in which case Buyer shall receive a full refund of the Deposit (the "Notice to

Cancel"). Absent Buyer's submission of a Notice to Cancel in accordance with this paragraph 3, the Sale shall be without any further contingencies or due diligence requirements of the Buyer.

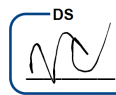
Without limiting the generality of the foregoing, Buyer's silence shall be deemed an acceptance and affirmative election to proceed with the Sale without any further contingencies or due diligence requirements.

4. Bankruptcy Court Approval: The Sale is expressly subject to Bankruptcy Court approval in the Debtors' bankruptcy case. As soon as reasonably practical following expiration of the Due Diligence Deadline without Buyer's submission of a Notice to Cancel, the Seller will file a motion to approve the Sale with the Bankruptcy Court pursuant to section 363 of the United States Bankruptcy Code (11 U.S.C. § 363) (the "Approval Motion"). As part of such motion, the Seller will request a finding of the Buyer's "good faith" in accordance with section 363(m) of the Bankruptcy Code.
5. Tender of Balance of Purchase Price/Closing: The Sale shall close, with Buyer tendering the full Purchase Price, not more than fifteen (15) calendar days after the entry of an order of the Bankruptcy Court authorizing the Sale.
6. Property Sold "As is" "Where is": The Buyer acknowledges that the Seller is a Trustee appointed to administer a Bankruptcy Estate. The Seller and or Seller's agents have not, and will not, inspect the Property or determine its condition, fitness or use for any particular purpose, nor will any of them provide any written disclosures, guarantees or warranties of any kind. Seller and Seller's agents are exempt from complying with the requirements of Article 1.5 of the California Civil Code Sections 1102-1102.17 relating to disclosures upon transfer of real property. **The sale shall be "as-is" and "where is" with no warranty or recourse whatsoever.** If any state or local ordinance laws require that the Property be brought into compliance, the Buyer, at his/her/its sole expense, shall comply with and pay for any such requirements.
7. Transfer of Property: Transfer of the Property by Seller shall be by Trustee's Fiduciary Quitclaim Deed. The Seller shall convey and the Buyer shall accept the marketable title to the Property that will be insured by Fidelity National Title Company, without material exception, subject only to the terms of this Counteroffer and any further documentation of the Sale consistent with this Counteroffer.
8. Liens, Claims, Encumbrances and Interests: The Sale shall be free and clear of such Liens, with the extent, validity and priority of such liens to attach to the net proceeds of the Sale.

9. Assessments, Taxes and Escrow fees: The following assessments, taxes and other costs shall be allocated as follows: (a) all allowable assessments and real property taxes shall be prorated through the closing date of the Sale to the applicable accounts of the Seller and the Buyer, such that the amounts applicable to the account of the Buyer shall not be deducted from the Purchase Price; (b) escrow fees shall be split equally between the Buyer and the Seller (50/50), such that the amounts allocable to the Buyer shall not be deducted from the Purchase Price; (c) the Seller shall pay real property transfer tax (County and State only) and the costs of a standard issue title insurance policy, such that these taxes and costs shall not be deducted from the Purchase Price; and (d) City transfer tax shall be split equally between Buyer and Seller (50/50), such that the amount allocable to the Buyer shall not be deducted from the Purchase Price. **All other costs are at Buyer's sole expense and are not to be deducted from the Purchase Price.**
10. Overbid: The Sale is subject to notice to creditors and other parties and shall be subject to higher and better bid through and including the hearing on the Approval Motion, pursuant to sale and overbid procedures determined in the Seller's sole discretion and subject to Bankruptcy Court approval. Initial overbid increment will be no less than **\$2,500.00 over the Purchase Price**, and thereafter in minimum increments of no less than **\$1,000.00**.
11. Brokers and Commissions: The Buyer is represented by Thomas K. Masters, Broker and its agent, Thomas Masters, California DRE License #00864900 (collectively, "Masters") and the Seller is represented by Lido Pacific Asset Management and its agent Richard Halderman, California DRE #00529557 (collectively, "Halderman"). Subject to Court approval, the Seller shall pay commission as follows, through escrow: six percent (6%) total of the Purchase Price: 3% to Masters and 3% to Halderman. **The Trustee reserves the right to request a carve-out or reduction of the commission if doing so is the best interest of the Estate.** No commission shall be due and payable except from the cash proceeds of an actual sale of the Property to the Buyer and upon closing of such sale.
12. Seller Right to Terminate: The Seller may decline, at her option and sole discretion, to consummate the Sale for any reason, including without limitation: (a) the dismissal or closure of the Debtors' bankruptcy case; (b) the conversion of the Debtors' Chapter 7 bankruptcy case to any other chapter under the Bankruptcy Code; (c) the inability to subordinate any liens on the Property to the expenses of administration; (d) the inability to obtain approval of the Sale by the Bankruptcy Court; or (e) the inability to sell the Property on the terms and conditions set forth herein. The Seller reserves the right, in her sole discretion, to determine not to consummate, and to

terminate, the sale of the Property by serving a notice of such termination on the Buyer. No liability or obligations shall accrue to the bankruptcy estate or the Seller, either personally or in her capacity as Trustee, as a result of any such termination. The Buyer's sole remedy, in the event that escrow fails to close as a result of Seller's inability to close escrow, shall be a refund of the Deposit in full.

13. **Non-Refundability and Forfeiture of Deposit:** Except as set forth above in paragraph 3 to this Counteroffer, immediately upon expiration of the Due Diligence Deadline without Buyer's submission of a Notice to Cancel in accordance with paragraph 3 to this Counteroffer, the entirety of the Deposit shall be absolutely non-refundable and forfeited to the Seller. Notwithstanding the immediately preceding sentence, in the event: (a) the Bankruptcy Court enters an order that does not authorize Seller to sell the Property to the Buyer; or (b) the Bankruptcy Court enters an order that authorizes the sale to another bidder and the Buyer is not a backup bidder, Seller shall refund the entire Deposit to the Buyer within ten (10) calendar days following entry of such order of the Bankruptcy Court. In the event the Buyer is overbid and is a backup bidder, Seller shall refund the entire Deposit to the Buyer only if the Sale closes to the winning bidder and within ten (10) calendar days following such closing.



(Buyer's initials)



(Buyer's initials)

14. **Escrow Instructions:** Escrow instructions shall be signed by Buyer and Seller within thirty (30) calendar days after execution of this Counteroffer. In the event that Buyer is unable to close escrow within fifteen (15) calendar days after entry of the Bankruptcy Court's order authorizing the Sale (the "Closing Date"), the Buyer shall compensate the Seller one hundred dollars (\$100.00) per day for each day beyond the Closing date that the Sale does not close for a total extended period of no more than ten (10) calendar days. Thereafter, the Seller shall have absolute discretion to either: (a) provide further extensions of the Closing Date at the same rate of compensation; or (b) terminate the Sale to the Buyer and retain the entirety of the Deposit as liquidated damages.
15. **Bankruptcy Court Jurisdiction:** The Bankruptcy Court for the Central District of California, Riverside Division, shall have jurisdiction to interpret and enforce the terms of this Counteroffer/agreement. This Counteroffer/agreement shall be construed pursuant to the laws of the State of California, except to the extent preempted by applicable Federal bankruptcy law.

16. **Expiration of Offer:** This Counteroffer shall expire, if not executed by Buyers and delivered to Seller's agent, Richard Halderman, California DRE License #00529557, of Lido Pacific Asset Management, on or before **2:00 p.m. PDT, August 21, 2020.**
17. **Multiple Offers (if applicable):** Buyer recognizes that multiple offers and/or counteroffers (in addition to the instant Counteroffer) may be pending and Seller reserves the right, per Paragraph 13, to choose which contract to submit to the Bankruptcy Court for approval. **At this time, there are no other offers.**

DS
[Signature]

DS
[Signature]

SUBJECT TO ATTACHED BUYER COUNTER OFFER #1

SELLER:

Date: August 19, 2020

[Signature]
Lynda T. Bui, Solely in her capacity as
Chapter 7 Trustee for the Bankruptcy Estate of *In re Raymundo Avalos Sanchez and Gema Avalos*, 6:19-bk-19046-MH

Read, Understood, Agreed To and Accepted:

Buyer(s):

8/20/2020

Date: August __, 2020

DocuSigned by:
[Signature]
36F0D52FD7D2477
Victor Cervantes – Buyer

8/20/2020

Date: August __, 2020

DocuSigned by:
[Signature]
36F0D52FD7D2477
Jerica Munoz – Buyer

8/19/2020

Date: August __, 2020

DocuSigned by:
[Signature]
36F0D52FD7D2477
Thomas Masters
California DRE License #00864900
Buyers' Agent

DocuSign Envelope ID: ACEBA7B5-0E1F-41F6-91BD-F68E0EAE8218



CALIFORNIA
ASSOCIATION
OF REALTORS®

CALIFORNIA
RESIDENTIAL PURCHASE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS
(C.A.R. Form RPA-CA, Revised 12/18)

Date Prepared: 07/20/2020

1. OFFER:

- A. THIS IS AN OFFER FROM Victor Cervantes, Jerica Munoz ("Buyer").
B. THE REAL PROPERTY to be acquired is 45818 Duquesne St, Indio, CA 92201-4930, situated in
Indio (City), (County), California, 92201-4930 (Zip Code), Assessor's Parcel No. (Property).
C. THE PURCHASE PRICE offered is Two Hundred Sixty Thousand Dollars \$ 260,000.00
D. CLOSE OF ESCROW shall occur on (date) (or 45 Days After Acceptance).
E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a ☒ "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
B. CONFIRMATION: The following agency relationships are confirmed for this transaction:
Seller's Brokerage Firm Lido Pacific Asset Mgmt License Number 00529557
Is the broker of (check one): ☒ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent Richard Halderman License Number 00529557
Is (check one): ☒ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm Thomas K. Masters, Broker License Number 00864900
Is the broker of (check one): ☒ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent Thomas Masters License Number 00864900
Is (check one): ☒ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

- C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 5,000.00
(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, ☐ cashier's check, ☐ personal check, ☐ other (within 3 business days after Acceptance (or ()));
OR (2) ☐ Buyer Deposit with Agent: Buyer has given the deposit by personal check (or ()) to the agent submitting the offer (or to ()), made payable to (). The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or ()).
Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ () within () Days After Acceptance (or ()).
If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.

- C. ☐ ALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or ☐ Buyer shall, within 3 (or ()) Days After Acceptance, Deliver to Seller such verification.

D. LOAN(S):

- (1) FIRST LOAN: in the amount of \$ 250,900.00
This loan will be conventional financing OR ☒ FHA, ☐ VA, ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ Other (). This loan shall be at a fixed rate not to exceed () % or, ☐ an adjustable rate loan with initial rate not to exceed () %. Regardless of the type of loan, Buyer shall pay points not to exceed () % of the loan amount.
(2) ☐ SECOND LOAN in the amount of \$ ()
This loan will be conventional financing OR ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ Other (). This loan shall be at a fixed rate not to exceed () % or, ☐ an adjustable rate loan with initial rate not to exceed () %. Regardless of the type of loan, Buyer shall pay points not to exceed () % of the loan amount.
(3) FHAVA: For any FHA or VA loan specified in 3D(1), Buyer has 17 (or ()) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHAVA amendatory clause (C.A.R. Form FVAC) shall be a part of this Agreement.

E. ADDITIONAL FINANCING TERMS: see page two Item 6: Other terms

- F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 4,100.00 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

- G. PURCHASE PRICE (TOTAL) \$ 260,000.00

Buyer's Initials (Signature)
© 1991-2018, California Association of REALTORS®, Inc.

Seller's Initials (Signature)

RPA-CA REVISED 12/18 (PAGE 1 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 1 OF 10)

Thomas K. Masters, Broker, P.O. Box 1622 Rancho Mirage CA 92270
Thomas Masters

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Phone: (760)275-5906

Fax:

45818 Duquesne



SUBJECT TO COUNTER OFFER

Exhibit 6

DocuSign Envelope ID: ACEBA7B5-0E1F-41F6-91BD-F68E0EAE8216

Property Address: 45818 Duquesne St, Indio, CA 92201-4930

Date: July 20, 2020

- H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (☐ Verification attached.)
- I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or ☐ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 14B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or) Days After Acceptance.
- J. LOAN TERMS:
- (1) LOAN APPLICATIONS: Within 3 (or) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (☐ Letter attached.)
- (2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.
- (3) LOAN CONTINGENCY REMOVAL: Within 21 (or) Days After Acceptance, Buyer shall, as specified in paragraph 14, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (4) ☐ NO LOAN CONTINGENCY: Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
- (5) LENDER LIMITS ON BUYER CREDITS: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
- K. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
4. SALE OF BUYER'S PROPERTY:
- A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.
- OR B. ☐ This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).
5. ADDENDA AND ADVISORIES:
- A. ADDENDA:
- | | |
|---|---|
| <input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO) | <input type="checkbox"/> Addendum # <u> </u> (C.A.R. Form ADM) |
| <input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI) | <input type="checkbox"/> Court Confirmation Addendum (C.A.R. Form CCA) |
| <input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA) | <input type="checkbox"/> Other <u> </u> |
- B. BUYER AND SELLER ADVISORIES:
- | | |
|---|---|
| <input type="checkbox"/> Probate Advisory (C.A.R. Form PA) | <input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA) |
| <input type="checkbox"/> Trust Advisory (C.A.R. Form TA) | <input type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) |
| <input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSIA) | <input type="checkbox"/> REO Advisory (C.A.R. Form REO) |
| | <input type="checkbox"/> Other <u> </u> |
6. OTHER TERMS: Subject property being sold AS IS. Buyer is aware that contract has to go through the Bankruptcy Court for approval. Seller to pay \$3000 towards buyers closing costs. Buyer to perform a physical inspection (interior) no later than 7/26/2020. All contingency periods standard for inspections and loan. Buyers approved by Eddie Luna at Alfa Investments and Loan, NMLS number 328663.
7. ALLOCATION OF COSTS
- A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.
- (1) ☐ Buyer ☒ Seller shall pay for a natural hazard zone disclosure report, including tax ☐ environmental ☐ Other: prepared by Disclosure Source
- (2) ☐ Buyer ☒ Seller shall pay for the following Report Termite Report and any section one recommendations prepared by Frazier Termite and Pest Control
- (3) ☒ Buyer ☐ Seller shall pay for the following Report Appraisal / any home inspections prepared by appraisal ordered by lender / home inspection ABS Home Inspections Tony Smith if elected to do
- B. GOVERNMENT REQUIREMENTS AND RETROFIT:
- (1) ☐ Buyer ☐ Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local law, unless Seller is exempt.

Buyer's Initials

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Seller's Initials



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 2 OF 10)

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SUBJECT TO COUNTER OFFER

Exhibit 6

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Property Address: 45818 Duquesne St, Indio, CA 92201-4930Date: July 20, 2020

- (2) (i) ☐ Buyer ☒ Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.
- (ii) ☐ Buyer ☐ Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.
- (iii) Buyer shall be provided, within the time specified in paragraph 14A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

C. ESCROW AND TITLE:

- (1) (a) ☒ Buyer ☒ Seller shall pay escrow fee 50/50 split
- (b) Escrow Holder shall be Oasis Escrow Rancho Mirage, Denise Dupont officer
- (c) The Parties shall, within 5 (or) Days After receipt, sign and return Escrow Holder's general provisions.
- (2) (a) ☒ Buyer ☒ Seller shall pay for owner's title insurance policy specified in paragraph 13E 50/50 split
- (b) Owner's title policy to be issued by Equity Title - Tina Bates
- (Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) ☐ Buyer ☒ Seller shall pay County transfer tax or fee _____
- (2) ☐ Buyer ☐ Seller shall pay City transfer tax or fee _____
- (3) ☐ Buyer ☐ Seller shall pay Homeowners' Association ("HOA") transfer fee _____
- (4) Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525.
- (5) ☐ Buyer ☐ Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
- (6) Buyer to pay for any HOA certification fee.
- (7) ☐ Buyer ☐ Seller shall pay for any private transfer fee _____
- (8) ☐ Buyer ☐ Seller shall pay for _____
- (9) ☐ Buyer ☐ Seller shall pay for _____
- (10) ☐ Buyer ☒ Seller shall pay for the cost, not to exceed \$ 550.00, of a standard (or ☐ upgraded) one-year home warranty plan, issued by *Old Republic Home Protection, with the following optional coverages: ☒ Air Conditioner ☐ Pool/Spa ☐ Other: _____
- Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

OR ☐ Buyer waives the purchase of a home warranty plan. Nothing in this paragraph precludes Buyer's purchasing a home warranty plan during the term of this Agreement.

8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in paragraph 8 B or C.

B. ITEMS INCLUDED IN SALE: Except as otherwise specified or disclosed,

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms and the following if checked: ☒ all stove(s), except _____; ☐ all refrigerator(s) except _____; ☐ all washer(s) and dryer(s), except _____;
- (3) The following additional items: _____
- (4) Existing integrated phone and home automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are (☐ are NOT) included in the sale.
- (5) LEASED OR LIENED ITEMS AND SYSTEMS: Seller shall, within the time specified in paragraph 14A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 14B and C.
- (6) Seller represents that all items included in the purchase price, unless otherwise specified, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to 8B(5) and _____, and (ii) are transferred without Seller warranty regardless of value.

C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, the following items are excluded from sale: (i) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (ii) furniture and other items secured to the Property for earthquake purposes; and (iii) _____

_____. Brackets attached to walls, floors or ceilings for any such component, furniture or item shall remain with the Property (or ☐ will be removed and holes or other damage shall be repaired, but not painted).

9. CLOSING AND POSSESSION:

A. Buyer intends (or ☐ does not intend) to occupy the Property as Buyer's primary residence.

B. Seller-occupied or vacant property: Possession shall be delivered to Buyer: (i) at 6 PM or (☐ AM/☐ PM) on the date of Close Of Escrow; (ii) no later than _____ calendar days after Close Of Escrow; or (iii) ☐ at ☐ AM/☐ PM on _____.

Buyer's Initials [Signature]Seller's Initials [Signature]

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 3 OF 10)

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45818 Duquesne



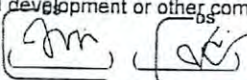
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Property Address: 45818 Duquesne St, Indio, CA 92201-4930

Date: July 20, 2020

- C. Seller remaining in possession After Close Of Escrow: If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as ☐ C.A.R. Form SIP, for Seller continued occupancy of less than 30 days, ☐ C.A.R. Form RLAS for Seller continued occupancy of 30 days or more; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
- D. Tenant-occupied property: Property shall be vacant at least 5 (or) Days Prior to Close Of Escrow, unless otherwise agreed in writing. Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.
- OR ☐ Tenant to remain in possession (C.A.R. Form TIP).
- E. At Close Of Escrow: Seller assigns to Buyer any assignable warranty rights for items included in the sale; and Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.
- F. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.
10. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:
- A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer: (i) if required by Law, a fully completed: Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) unless exempt, fully completed disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD).
- (2) Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed and signed the Seller section(s) and the Seller's Agent, if any, has completed and signed the Seller's Brokerage Firm section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Brokerage Firm, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Brokerage Firm.
- (3) Note to Buyer and Seller: Waiver of Statutory and Lead Disclosures is prohibited by Law.
- (4) Within the time specified in paragraph 14A, (i) Seller, unless exempt from the obligation to provide a TDS, shall, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ); (ii) if Seller is not required to provide a TDS, Seller shall complete and provide Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD).
- (5) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.
- (6) In the event Seller or Seller's Brokerage Firm, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.
- (7) If any disclosure or notice specified in paragraph 10A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within 3 Days After Delivery in person, or 5 Days After Delivery by deposit in the mail, or by an electronic record satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of cancellation to Seller or Seller's agent.
- B. NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS: Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- C. WITHHOLDING TAXES: Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).
- D. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
- E. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.
- F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:
- (1) SELLER HAS: 7 (or) Days After Acceptance to disclose to Buyer if the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).

Buyer's Initials




Seller's Initials

SUBJECT TO COUNTER OFFER



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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 4 OF 10)

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45818 Duquesne

Exhibit 6

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Property Address: **45818 Duquesne St, Indio, CA 92201-4930**Date: **July 20, 2020**

- (2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or) Days After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). (vi) private transfer fees; (vii) Pet fee restrictions; and (viii) smoking restrictions. Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.
- 11. CONDITION OF PROPERTY:** Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.
- A.** Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
- B.** Buyer has the right to conduct Buyer Investigations of the Property and, as specified in paragraph 14B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
- C.** Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.
- 12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
- A.** Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to: (i) a general physical inspection; (ii) an inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) inspect for lead-based paint and other lead-based paint hazards; (iv) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA); (v) review the registered sex offender database; (vi) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; and (vii) review and seek approval of leases that may need to be assumed by Buyer. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report; or inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B.** Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 14B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C.** Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
- D.** Buyer indemnify and seller protection for entry upon property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
- 13. TITLE AND VESTING:**
- A.** Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
- B.** Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C.** Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D.** At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E.** Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.

Buyer's Initials

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Seller's Initials

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 5 OF 10)

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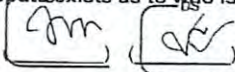
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Property Address: 45818 Duquesne St, Indio, CA 92201-4930

Date: July 20, 2020

- 14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
- A. SELLER HAS:** 7 (or) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5, 6, 7, 8B(5), 10A, B, C, and F, 11A and 13A. If, by the time specified, Seller has not Delivered any such item, Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement.
- B. (1) BUYER HAS:** 17 (or) Days After Acceptance, unless otherwise agreed in writing, to:
- (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(5), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.
 - (2) Within the time specified in paragraph 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
 - (3) By the end of the time specified in paragraph 14B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 14A, then Buyer has 5 (or) Days After Delivery of any such items, or the time specified in paragraph 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
 - (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 14B(1) and before Seller cancels, if at all, pursuant to paragraph 14D, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14D(1).
 - (5) **Access to Property:** Buyer shall have access to the Property to conduct inspections and investigations for 17 (or) Days After Acceptance, whether or not any part of the Buyer's Investigation Contingency has been waived or removed.
- C. ☐ REMOVAL OF CONTINGENCIES WITH OFFER:** Buyer removes the contingencies specified in the attached Contingency Removal form (C.A.R. Form CR). If Buyer removes any contingency without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Broker.
- D. SELLER RIGHT TO CANCEL:**
- (1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - (2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A, or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 3C or 3H; (v) In writing assume or accept leases or liens specified in 8B5; (vi) Return Statutory and Lead Disclosures as required by paragraph 10A(5); or (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 21B; or (viii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- E. NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 (or) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14.
- F. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- G. CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 (or) Days After Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days Prior to the scheduled close of escrow.
- H. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit. (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

Buyer's Initials



Seller's Initials



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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 6 OF 10)

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45818 Duquesne

Exhibit 6

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Property Address: **45818 Duquesne St, Indio, CA 92201-4930**Date: **July 20, 2020**

- 15. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within 5 (or ____) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 11; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 16. REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 17. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on Insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 18. BROKERS:**
- A. COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- 19. REPRESENTATIVE CAPACITY:** If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 31 or 32 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).
- 20. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
- A.** The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5A, 6, 7, 10C, 13, 14G, 17, 18A, 19, 20, 26, 29, 30, 31, 32 and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or ____) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement.
- B.** A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or ____). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 10C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.

Buyer's Initials

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Seller's Initials

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 7 OF 10)

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Date: July 20, 2020

- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 18A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 18A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

21. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Except as provided in paragraph 14H, release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM/RID).**

Buyer's Initials cm / ak

Seller's Initials ak / cm

22. DISPUTE RESOLUTION:

- A. **MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.** Exclusions from this mediation agreement are specified in paragraph 22C.

B. ARBITRATION OF DISPUTES:

The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 22C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials cm / ak

Seller's Initials ak / cm

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2905; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

Buyer's Initials cm / ak

Seller's Initials ak / cm

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 8 OF 10)

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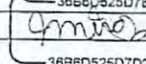
Date: **July 20, 2020**

- (2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- (3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
23. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
24. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
25. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 22A.
26. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller. (C.A.R. Form AOAA).
27. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
28. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
29. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.
30. **DEFINITIONS:** As used in this Agreement:
- A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
 - B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
 - C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
 - D. "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded.
 - E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
 - F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
 - G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
 - H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
 - I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 10, regardless of the method used (i.e., messenger, mail, email, fax, other).
 - J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
31. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by _____ who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by _____ AM/ _____ PM, on _____ (date)).

☐ One or more Buyers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms.

Date **7/20/2020** BUYER 

(Print name) **Victor Cervantes**

Date **7/20/2020** BUYER 

(Print name) **Jerica Munoz**

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

Seller's Initials 

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CALIFORNIA
ASSOCIATION
OF REALTORS®

BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)

Property Address **45818 Duquesne St, Indio, CA 92201-4930**

1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

- A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
- B. SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
- C. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
- D. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
- E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
- F. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
- G. EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
- H. FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
- I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
- J. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
- K. SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
- L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer

[Signature]
Victor Gonzalez
951-555-0247

Buyer

DocuSigned by:
[Signature]
Jerica Munoz

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BIA REVISED 11/14 (PAGE 1 OF 1)

BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)

SUBJECT TO COUNTER OFFER



Thomas K. Masters, Broker, P.O. Box 1622 Rancho Mirage CA 92270
Thomas Masters

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Phone: (760) 275-5906

Fax:

45818 Duquesne

Exhibit 6

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Property Address: 45818 Duquesne St, Indio, CA 92201-4930Date: July 20, 2020

32. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☒ (If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED: August 11, 2020

☐ One or more Sellers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date 8/17/20 SELLER (X)
(Print name) Raymundo Avalos Lynda Bui, Chapter 7 Trustee

Date _____ SELLER _____

(Print name) Gema Y Magallon

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

SUBJECT TO COUNTER OFFER

(_____/_____) (Do not initial if making a counter offer.) CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____
☐ AM/ ☐ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

B. Agency relationships are confirmed as stated in paragraph 2.

C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.

D. COOPERATING (BUYER'S) BROKER COMPENSATION: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

E. PRESENTATION OF OFFER: Pursuant to Standard of Practice 1-7, if Buyer's Broker makes a written request, Seller's Broker shall confirm in writing that this offer has been presented to Seller.

Buyer's Brokerage Firm Thomas K. Masters, Broker

By Thomas Masters Thomas Masters DRE Lic. # 00864900 DRE Lic. # 00864900

By _____ DRE Lic. # _____ Date 7/20/2020

Address P.O. Box 1622 City Rancho Mirage State CA Zip 92270

Telephone (760)275-5906 Fax _____ E-mail tkmasters@hotmail.com

Seller's Brokerage Firm Lido Pacific Asset Mgmt DRE Lic. # 00529557 DRE Lic. # 00529557

By _____ Richard Halderman DRE Lic. # _____ Date _____

By _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone (949)500-8324 Fax _____ E-mail lidopacmgt@aol.com

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ _____), counter offer numbers _____ ☐ Seller's Statement of Information and _____

_____, and agrees to act as Escrow Holder subject to paragraph 20 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

☐ Department of Business Oversight, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: (_____) Seller's Broker presented this offer to Seller on _____ (date).
Broker or Designee Initials _____

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
Seller's Initials _____

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Buyer Acknowledges that page 10 is part of this Agreement

Buyer's Initials (Signature)



RPA-CA REVISED 12/18 (PAGE 10 of 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 10 OF 10)

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CALIFORNIA
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CALIFORNIA CONSUMER PRIVACY ACT ADVISORY
(C.A.R. Form CCPA, 12/19)

As of January 1, 2020, the California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information that is collected by companies with whom they do business. Under the CCPA, "personal information" is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you, including, potentially, photographs of or sales information about your property. Some of your personal information will be collected and likely shared with others during the process of buying and selling real estate. Depending on the situation, you may have the right to "opt out" or stop the transfer of your personal information to others and request that certain businesses delete your personal information altogether. Not all businesses you interact with are required to comply with the law, primarily just those who meet the criteria of a covered "Business" as set forth in Section 1798.140 (c)). For more information, you may ask your Broker for a copy of the C.A.R. Legal Q&A on the subject.

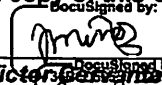
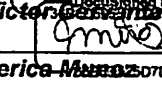
A real estate broker is likely to submit personal information to a Multiple Listing Service ("MLS") in order to help find a buyer for a seller's property. Through the MLS, the information is made available to real estate brokers and salespeople, and others. Even after a sale is complete, the MLS distributes sales information to the real estate community. Brokers, agents and MLSs may also share your personal information with others who post the personal information on websites or elsewhere, or otherwise use it. Thus, there are various service providers and companies in a real estate transaction who may be engaged in using or sharing data involving your personal information.

If your broker is a covered Business, it should have a privacy policy explaining your rights on its website and giving you an opportunity to request that personal information not be shared, used and even deleted. Even if your real estate brokerage is a covered Business, it needs, and is allowed, to keep your information to effectuate a sale and, by law, is required to maintain such information for three years to comply with regulatory requirements. Not all brokers are covered Businesses, however, and those that are not, do not have to comply with the CCPA.

Similarly, most MLSs will not be considered a covered Business. Instead, the MLS may be considered a Third Party in the event a covered Business (ex: brokerages, real estate listing aggregation or advertising internet sites or other outlets who meet the criteria of covered Businesses) exchanges personal information with the MLS. You do not have the right under the CCPA to require a Third Party to delete your personal information. And like real estate brokerages, even if an MLS is a covered Business, MLSs are also required by law to retain and make accessible in its computer system any and all listing and other information for three years.

Whether an MLS is a covered Business or a Third Party, you have a right to be notified about the sharing of your personal information and your right to contact a covered Business to opt out of your personal information being used, or shared with Third Parties. Since the MLSs and/or other entities receiving your personal information do not have direct contact with buyers and sellers and also may not be aware of which entities exchanging personal information are covered Businesses, this form is being used to notify you of your rights under the CCPA and your ability to direct requests to covered Businesses not to share personal information with Third Parties. One way to limit access to your personal information, is to inform your broker or salesperson you want to opt-out of the MLS, and if so, you will be asked to sign a document (Form SELM) confirming your request to keep your listing off the MLS. However, if you do so, it may be more difficult to sell your property or obtain the highest price for it because your property will not be exposed to the greatest number of real estate licensees and others.

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory.

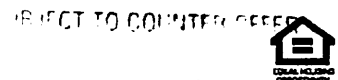
Buyer/Seller/Landlord/Tenant  Date 7/20/2020
Buyer/Seller/Landlord/Tenant  Date 7/20/2020
Jerica Masters 0702477...

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CCPA 12/19 (PAGE 1 OF 1)



CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)

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CALIFORNIA
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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Buyer's Brokerage Firm to Buyer)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/18)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE) signed by:

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant Date 7/20/2020
Victor Oden
Signed by: 388504250702477
☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant Date 7/20/2020
Jedica Rios
Signed by: 388504250702477
Agent Thomas K. Masters, Broker DRE Lic. # 00864900
By Thomas Masters Real Estate Broker (Firm) DRE Lic. # 00864900 Date 7/20/2020
(Salesperson or Broker-Associate, if any) Thomas Masters

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AD REVISED 12/18 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

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CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions.

(b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 781 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16. Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is the broker of (check one):	<input type="checkbox"/> the seller, or <input type="checkbox"/> both the buyer and seller. (dual agent)	
Seller's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is (check one):	<input type="checkbox"/> the Seller's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)	
Buyer's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is the broker of (check one):	<input type="checkbox"/> the buyer, or <input type="checkbox"/> both the buyer and seller. (dual agent)	
Buyer's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is (check one):	<input type="checkbox"/> the Buyer's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)	

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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CALIFORNIA
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**POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER
OR SELLER - DISCLOSURE AND CONSENT**

(C.A.R. Form PRBS, Revised 12/18)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller Raymundo Avafos Date 8/17/20
Seller Cema Y Magallon Date 7/20/2020
Buyer Victor Cervantes Date 7/20/2020
Buyer Jerica Munoz Date 7/20/2020
Buyer's Brokerage Firm Thomas K. Masters, Broker DRE Lic # 00864900 Date 07/20/2020
By Thomas Masters DRE Lic # 00864900 Date 7/20/2020
Seller's Brokerage Firm Lido Pacific Asset Mgmt DRE Lic # 00529557 Date 7/20/2020
By Richard Halderman DRE Lic # 00529557 Date 7/20/2020

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SUBJECT TO COUNTER OFFER



PRBS REVISED 12/18 (PAGE 1 OF 1)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)

Thomas K. Masters, Broker, P.O. Box 1622 Rancho Mirage CA 92270
Thomas Masters

Phone: (760) 275-5906
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Fax:

45818 Duquesne

Exhibit 6

DocuSign Envelope ID: ACEBA7B5-0E1F-41F6-91BD-F65E0EAE8218



CALIFORNIA
ASSOCIATION
OF REALTORS®

**WIRE FRAUD AND ELECTRONIC FUNDS
TRANSFER ADVISORY**
(C.A.R. Form WFA, Revised 12/17)

Property Address: **45818 Duquesne St, Indio, CA 92201-4930**

("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

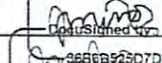
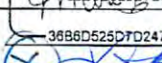
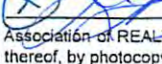

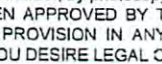
If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: <http://www.nw3c.org/>

On Guard Online: <https://www.onguardonline.gov/>

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant		Victor Cervantes	Date	7/20/2020
Buyer/Tenant		Jerica Munoz	Date	7/20/2020
Seller/Landlord		Raymundo Avalos	Date	
Seller/Landlord		Gema Y Magallon	Date	8/17/20

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WFA REVISED 12/17 (PAGE 1 OF 1)

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)

Thomas K. Masters, Broker, P.O. Box 1622 Rancho Mirage CA 92270
Thomas Masters

Phone: (760)275-5906 Fax: 45818 Duquesne
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Exhibit 6

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
100 Spectrum Center Drive, Suite 600, Irvine, CA 92618

A true and correct copy of the foregoing document entitled (*specify*): NOTICE OF SALE OF ESTATE PROPERTY
[With Notice of the Motion and the Motion] will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **September 16, 2020**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **September 16, 2020**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **Not Applicable**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

September 16, 2020

Lorre Clapp

/s/ Lorre Clapp

Date

Printed Name

Signature

NEF SERVICE LIST

- **Lynda T. Bui (TR)** trustee.bui@shulmanbastian.com, C115@ecfcbis.com
- **Robert L Firth** attyrfirth@hotmail.com, avazfirthlaw@gmail.com
- **Sheryl K Ith** sith@cookseylaw.com, sith@ecf.courtdrive.com
- **Valerie Smith** claims@recoverycorp.com
- **United States Trustee (RS)** ustpreion16.rs.ecf@usdoj.gov

U.S. MAIL SERVICE LIST

Judge's Copy

Hon Mark D. Houle
U.S. Bankruptcy Court
3420 Twelfth Street Suite 365
Riverside, CA 92501

Buyer

Victor Cervantes and Jerica Munoz
78650 Avenue 42 Apt. 1014
Bermuda Dunes, CA 92203

Buyer's Broker

Thomas Masters
Masters Realty
PO Box 1622
Rancho Mirage, CA 92270

Trustee's Broker

Richard Halderman, Jr.
Lido Pacific Asset Mgmt
3857 Birch Street Suite 480
Newport Beach, CA 92660

Lienholder

Wells Fargo Home Mortgage
Attn President or Manager Agent
Attn Bankruptcy Dept
Mac#2302-04e POB 10335
Des Moines, IA 50306

Additional Notice for Lienholder

Corporation Service Company Which Will Do Business
in California as CSC – Lawyers Incorporating Service
Agent for Service of Process on behalf of
Wells Fargo Home Mortgage (Wells Fargo Bank NA)
Attn Kaitlyn Mannix, Authorized Employee
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Lienholder

Greenify

Attn Angie Sandoval, CEO

Attn Angie Sandoval, Agent for Service of Process on behalf of Greenify

407 W Imperial Hwy, H-114

Brea, CA 92821

Additional Notice for Lienholder

Renew Financial

Attn President or Manager Agent

1620 E Roseville Parkway Suite 240

Roseville, CA 95661

Additional Notice for Lienholder

Renew Financial

Attn President or Manager Agent

1221 Broadway 4th Floor

Oakland, CA 94612

Additional Notice for Lienholder

Registered Agent Solutions, Inc.

Agent for Service of Process for Renew Financial

Attn Trisha Rosano, Authorized Employee

1220 S Street, Suite 150

Sacramento, CA 95811

Additional Notice for Lienholder

California Statewide Communities Development Authority

1700 North Broadway, Suite 405

Walnut Creek, CA 94596

Tax Collector

Riverside County Treasurer and Tax Collector

4080 Lemon Street

Riverside, CA 92501

Debtors, Creditors and Parties in Interest

DEBTORS

RAYMUNDO AVALOS SANCHEZ

GEMA AVALOS

45818 DUQUESNE STREET

INDIO, CA 92201-4930

INTERESTED PARTY

UNITED STATES TRUSTEE (RS)

3801 UNIVERSITY AVENUE, SUITE 720

RIVERSIDE, CA 92501-3255

CREDITOR LISTING

EMPLOYMENT DEVELOPMENT DEPT.

BANKRUPTCY GROUP MIC 92E

P.O. BOX 826880

SACRAMENTO, CA 94280-0001

CREDITOR LISTING

FRANCHISE TAX BOARD

BANKRUPTCY SECTION MS: A-340

P.O. BOX 2952

SACRAMENTO, CA 95812-2952

CREDITOR LISTING

ACCOUNTING DEPARTMENT

PO BOX 7548

SPRINGFIELD, OR 97475-0039

CLAIM FILED

AMERICAN EXPRESS NATIONAL BANK

C/O BECKETT AND LEE LLP

PO BOX 3001

MALVERN PA 19355-0701

CREDITOR LISTING

AMEX
CORRESPONDENCE/BANKRUPTCY
PO BOX 981540
EL PASO, TX 79998-1540

CREDITOR LISTING

BANK OF AMERICA
4909 SAVARESE CIRCLE
FL1-908-01-50
TAMPA, FL 33634-2413

CLAIM FILED

BANK OF AMERICA, N.A.
P O BOX 982284
EL PASO, TX 79998-2284

CREDITOR LISTING

CAPITAL MANAGEMENT SERVICES, LP
698 1/2 SOUTH OGDEN STREET
BUFFALO, NY 14206-2317

CLAIM FILED

CAPITAL ONE, N.A.
C/O BECKETT AND LEE LLP
PO BOX 3001
MALVERN PA 19355-0701

CREDITOR LISTING

CHASE
ATTN: BANKRUPTCY DEPT.
MAIL CODE AZ1-2516
P.O. BOX 78035
PALATINE, IL 60094-4014

CREDITOR LISTING

CITIBANK
ATTN: RECOVERY/CENTRALIZED
BANKRUPTCY
PO BOX 790034
ST LOUIS, MO 63179-0034

CLAIM FILED

CITIBANK, N.A.
5800 S CORPORATE PL
SIOUX FALLS, SD 57108-5027

CREDITOR LISTING

CITIBANK/THE HOME DEPOT
ATTN: RECOVERY/CENTRALIZED
BANKRUPTCY
PO BOX 790034
ST LOUIS, MO 63179-0034

CREDITOR LISTING

COSTCO ANYWHERE VISA CARD
ATTN: BANKRUPTCY
PO BOX 6500
SIOUX FALLS, SD 57117-6500

CREDITOR LISTING

CREDIT COLLECTION SERVICES
ATTN: BANKRUPTCY
725 CANTON ST
NORWOOD, MA 02062-2679

CLAIM FILED

DEPARTMENT STORES NATIONAL BANK
C/O QUANTUM3 GROUP LLC
PO BOX 657
KIRKLAND, WA 98083-0657

CREDITOR LISTING

DEPARTMENT STORE NATIONAL
BANK/MACY'S
ATTN: BANKRUPTCY
9111 DUKE BOULEVARD
MASON, OH 45040-8999

CLAIM FILED

DISCOVER BANK
DISCOVER PRODUCTS INC
PO BOX 3025
NEW ALBANY OH 43054-3025

PREFERRED ADDRESS

DISCOVER FINANCIAL SERVICES LLC
PO BOX 3025
NEW ALBANY OH 43054-3025

CREDITOR LISTING

DISCOVER PERSONAL LOANS
ATTN: BANKRUPTCY
PO BOX 30954
SALT LAKE CITY, UT 84130-0954

CREDITOR LISTING

EIS COLLECTIONS
PO BOX 1398
REYNOLDSBURG, OH 43068-6398

CREDITOR LISTING

EISENHOWER MEDICAL CENTER
EPIC PATIENT PAYMENTS
PO BOX 845798
LOS ANGELES, CA 90084-5798

CLAIM FILED

FORD MOTOR CREDIT COMPANY
P O BOX 62180
COLORADO SPRINGS CO 80962-2180

CREDITOR LISTING

GREENIFY
ATTN: BANKRUPTCY DEPT.
407 W IMPERIAL HWY H-114
BREA, CA 92821-4832

CREDITOR LISTING

HERNESTO MAGALLON
78330 WINTER COVE
LA QUINTA, CA 92253-2931

CREDITOR LISTING

KOHL'S/CAPITAL ONE
KOHL'S CARD SUPPORT/BANKRUPTCY
PO BOX 3120
MILWAUKEE, WI 53201-3120

CREDITOR LISTING

LAW OFFICES OF PATENAUE & FELIX
4545 MURPHY CANYON ROAD
3RD FLOOR
SAN DIEGO, CA 92123-4363

CREDITOR LISTING

LINOLN AUTO FINANCIAL SERVICES
ATTN: BANKRUPTCY
PO BOX 542000
OMAHA, NE 68154-8000

CREDITOR LISTING

MERCANTILE ADJUSTMENT BUREAU,
LLC
P.O. BOX 9055
BUFFALO, NY 14231-9055

CREDITOR LISTING

RADIUS GLOBAL SOLUTIONS
PO BOX 390905
MINNEAPOLIS, MN 55439-0905

CREDITOR LISTING

SYNCB/MATHIS BROTHERS
ATTN: BANKRUPTCY
PO BOX 965060
ORLANDO, FL 32896-5060

CREDITOR LISTING

SYNCHRONY BANK/LOWE'S
ATTN: BANKRUPTCY DEPT.
P.O. BOX 965004
ORLANDO, FL 32896-5004

CREDITOR LISTING

SYNCHRONY BANK/EBAY
ATTN: BANKRUPTCY DEPT.
P.O. BOX 965004
ORLANDO, FL 32896-5004

CLAIM FILED

SYNCHRONY BANK
C/O PRA RECEIVABLES MANAGEMENT LLC
PO BOX 41021
NORFOLK, VA 23541-1021

CLAIM FILED

VW CREDIT, INC.
PO BOX 9013
ADDISON, TX 75001-9013

CREDITOR LISTING

VOLKSWAGEN CREDIT, INC
ATTN: BANKRUPTCY
PO BOX 3
HILLBORO, OR 97123-0003

CREDITOR LISTING

WELLS FARGO HOME MOR
ATTN: BANKRUPTCY
MAC#2302-04E POB 10335
DES MOINES, IA 50306

RETURNED MAIL

CREDITOR LISTING

WILLIAM M KELLY MD
C/O HEALTH SCAN IMAGING
44489 TOWN CENTER WAY D540
PALM DESERT, CA 92260-2723

UNDELIVERABLE

COURTESY NEF

DUPLICATE

GEMA AVALOS
45818 DUQUESNE STREET
INDIO, CA 92201-4930

N/A

RIVERSIDE DIVISION
3420 TWELFTH STREET,
RIVERSIDE, CA 92501-3819

UNDELIVERABLE

FORD MOTOR CREDIT COMPANY LLC